

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Defendant, Foundation Partners Group LLC (“FPG”), and the named Plaintiff, Cole W. Chambers (“Plaintiff”), who is acting both individually and in his capacity as the proposed class representative for the proposed Settlement Class and Settlement Subclass defined herein and in the proposed class action entitled *Cole W. Chambers v. Foundation Partners Group, LLC*, Pierce County Superior Court, Civil Cause No.: 22-2-06113-3 (the “Case”).

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiff and FPG (hereafter, the “Parties”) agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class and Settlement Subclass defined herein.

III. Investigations and Due Diligence.

The Parties have conducted substantial formal and informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have (a) interviewed witnesses; (b) collected and analyzed extensive electronic and paper time records, payroll data, and other information concerning the composition of the Settlement Class and Settlement Subclass and the merits and possible extent of Plaintiff’s claims and FPG’s defenses; and (c) amply considered and analyzed their respective claims and defenses.

IV. Settlement Negotiations.

The Parties engaged in settlement negotiations between May 2022 and the date of this Agreement. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiff believes is in the best interest of the proposed Settlement Class and Settlement Subclass. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

V. FPG’s Denials of Wrongdoing and Non-admission of Allegations.

FPG has denied and continues to deny each of the claims and contentions alleged by Plaintiff on his own behalf and on behalf of any members of the proposed class and subclass alleged by Plaintiff in the Case. FPG has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action as if it were to proceed through litigation instead of settlement. Furthermore, FPG has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession or indication by or against FPG of any fault, wrongdoing, or liability whatsoever. FPG expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the

Settlement, then FPG would have continued to vigorously defend against Plaintiff's claims, including seeking denial of full or partial class certification and a full defense verdict at trial. FPG agrees to this Settlement solely to avoid the burden and expense of further litigation.

VI. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **"Effective Date"** means the date that is five (5) calendar days after when both (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court's anticipated order approving the Settlement and dismissing this Case with prejudice (the "Final Judgment") becomes final. For purposes of this subsection, the Superior Court's Final Judgment "becomes final" upon the later of either (a) the expiration of the time for filing an appeal from the Final Judgment or for otherwise seeking appellate review; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

b. **"Settlement"** means the settlement reached by the Parties through the negotiation process described in Paragraph IV above.

c. **"Settlement Administrator"** means [REDACTED], subject to the Superior Court's approval.

d. **"Settlement Class Period"** means the period from April 29, 2019, through [DATE OF PRELIMINARY APPROVAL].

e. **"Proposed Settlement Class"** or **"Proposed Settlement Class Members"** means all individuals currently or formerly employed by FPG in Washington state at any time during the Settlement Class Period, excluding FPG's officers and members and those employed in positions excluded by RCW 51.12.020.

f. **"Settlement Class"** or **"Settlement Class Members"** means all Proposed Settlement Class Members, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court, and shall retain the right to pursue any alleged individual claim(s) against FPG in a separate action.

g. **"Settlement Subclass Period"** means the period from April 29, 2019, through [DATE OF PRELIMINARY APPROVAL].

h. **“Proposed Settlement Subclass”** or **“Proposed Settlement Subclass Members”** means all individuals who were employed by FPG and worked one or more shifts in a Covered Position in the State of Washington at any time during the Settlement Subclass Period.

i. **“Settlement Subclass”** or **“Settlement Subclass Members”** means all Proposed Settlement Subclass Members, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court, and shall retain the right to pursue any alleged individual claim(s) against FPG in a separate action.

j. **“Covered Position”** shall mean hourly work performed as a non-exempt employee of FPG as a funeral director, funeral director in training, or other similar position within the funeral director family of positions at FPG (e.g., funeral director/embalmer, funeral director/embalmer in training, lead funeral director, and funeral arranger).

k. The **“Notice of Class Settlement”** means the form attached hereto as **Exhibit A**.

l. The **“Notice of Class and Subclass Settlement”** means the form attached hereto as **Exhibit B**.

m. The **“Initial Mailing Date”** is the date the Settlement Administrator first mails the Notice of Class Settlement or Notice of Class and Subclass Settlement (as the case may be) each as approved by the Superior Court to all Proposed Settlement Class Members and Proposed Settlement Subclass Members.

n. The **“Notice Deadline”** is forty-five (45) days after the Initial Mailing Date.

o. **“Class Counsel”** means Entente Law PLLC, subject to the Superior Court’s approval.

p. **“Class Fund”** means the aggregate, gross amount the Parties propose be paid to the Settlement Class and Settlement Subclass as Settlement Awards pursuant to this Settlement. The Class Fund shall be calculated by subtracting the Court-approved Service Award, Settlement Administration Expenses Award, and Attorney’s Fees and Costs Award from the Maximum Settlement Amount. Subject to approval by the Superior Court, the Parties anticipate the aggregate, gross amount paid to the Settlement Class and Settlement Subclass as part of the Settlement of this Case is estimated to be no less than Three Hundred, Fifty-Seven Thousand, Five Hundred Dollars (\$357,500).

q. **“Settlement Awards”** means the amounts the Parties propose be paid to members of the Settlement Class and Settlement Subclass pursuant to this Agreement.

r. **“Service Award”** means the amount the Parties propose be paid to Plaintiff Cole W. Chamber as a service award in recognition of his efforts in prosecuting the Case and in consideration of his general release set forth in Section VI.2.a., below. Subject to approval by the

Superior Court, the amount paid to Plaintiff Cole W. Chambers for his service award shall be Seven Thousand, Five Hundred Dollars (\$7,500).

s. **“Settlement Administration Expenses Award”** means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement. Subject to approval by the Superior Court, the amount paid to the Settlement Administrator for the processing of the Settlement shall be up to Fifteen Thousand Dollars (\$15,000).

t. **“Attorney’s Fees and Costs Award”** means the amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs in connection with their prosecution and settlement of the Case. The proposed award for attorney’s fees is thirty percent (30%) of the Maximum Settlement Amount, or One Hundred, Sixty Three Thousand, Five Hundred Dollars (\$163,500). The proposed award for costs incurred by Class Counsel is One Thousand, Five Hundred Dollars (\$1,500). The proposed amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs are subject to approval by the Superior Court.

u. **“Maximum Settlement Amount”** means the maximum amount FPG may be required to pay pursuant to this Settlement, which is the sum of Five Hundred, Forty-Five Thousand Dollars (\$545,000), excluding any of FPG’s employer-side share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes. In no event shall the Maximum Settlement Amount exceed the foregoing sum.

v. **“Released Claims”** means any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case with respect to any deductions that were made by FPG for worker’s compensation/industrial insurance benefits premiums. The Released Claims specifically include, but are not limited to, any claims arising out of or relating to a failure to pay wages on account of such deductions, a failure to timely pay all wages due on account of such deductions, any alleged violation of the Washington Industrial Welfare Act or Washington Industrial Insurance Act (whether arising under Title 49 RCW, Title 51 RCW, or otherwise) on account of such deductions, any alleged unjust enrichment or misappropriation on account of such deductions, as well as any attendant claims for unpaid wages, premium payments, penalties, interest, exemplary damages, and attorney’s fees and costs’ relating to each of the foregoing. In addition, as to the Settlement Subclass, “Released Claims” shall also include any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case with respect to a failure to pay for all hours worked (whether due to a failure to pay for allegedly compensable on-call time, a failure to pay for time spent working outside the normal workday, or otherwise), as well as any and all claims that were brought or that could have been brought based on any facts alleged in the Case with respect to a failure to provide meal periods and/or rest breaks. As it relates to the Subclass, the Released Claims specifically include, but are not limited to, any claims alleging a failure to pay for all hours worked, a failure to timely pay for all wages when due, a failure to pay all wages arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, as well as any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorney’s fees and costs’ relating to each of the foregoing.

w. “FPG” as used in this Agreement, and as released through the Releases described in Section VI.2., below, includes the named Defendant in the Case, Foundation Partners Group LLC, as well as its past, current, or future successors and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

2. Releases.

a. As of the Effective Date, Plaintiff Cole W. Chambers shall be deemed to have released and forever discharged FPG from any and all Released Claims (as defined above in Section VI.1.r., including those applicable to both the Settlement Class and Settlement Subclass), and, in addition, shall be deemed to have released FPG from any and all claims, demands, rules or regulations, or any other causes of action of whatever nature, whether known or unknown, which he has or may have against FPG as of the date of execution of this Agreement. For the avoidance of doubt, and to the maximum extent permitted by law, the foregoing release includes, without limitation, any claim, dispute, or controversy relating to, sounding in, or arising under: (i) Title VII of the Civil Rights Act of 1964; (ii) The Age Discrimination in Employment Act of 1967 (“ADEA”); (iii) The Occupational Safety and Health Act; The National Labor Relations Act, to the extent permitted by law; (iv) The Consolidated Omnibus Budget Reconciliation Act (“COBRA”), to the extent permitted by law; (v) Sections 1981 through 1988 of Title 42 of the United States Code; (vi) The Uniformed Services Employment and Reemployment Rights Act; (vii) The Immigration Reform and Control Act; (viii) The Americans with Disabilities Act of 1990; (ix) The Family and Medical Leave Act, to the extent permitted by law; (x) The Equal Pay Act, to the extent permitted by law; (xi) The Washington Consumer Protection Act, RCW 19.86; (xii) The Washington Law Against Discrimination, as amended, RCW 49.60; (xiii) The Washington Minimum Wage Act, as amended, RCW 49.46; (xiv) The Washington Wage Payment Act, as amended, RCW 49.48; (xv) The Washington wage deduction/rebate statutes, as amended, RCW 49.52; (xvi) The Washington Family Leave Act, as amended, RCW 49.78; (xvii) The Washington Family Care Act, as amended, (xviii) RCW 49.12.265; (xix) The Washington Paid Sick Leave Law, RCW 49.46.200 210; (xx) Any provision of Title 49 of the Revised Code of Washington; (xxi) Any provision of Title 296 of the Washington Administrative Code; (xxii) The Industrial Welfare Act of Washington, RCW 49.12, as amended, to the extent permitted by law; (xxiii) Any claim alleging the exception to the Industrial Insurance Act of Washington, established by RCW 51.24.020, for injury inflicted with “deliberate intention”; (xxiv) Any claim based on federal, state or local law, rule, regulation or ordinance; (xxv) Any claim for breach of contract or promise, express or implied; (xxvi) Any claim for breach of any term or condition of an employee handbook or policy manual, including any claim for breach of any promise of specific treatment in specific

situations; (xxvii) Any common law claim of any kind; and (xxviii) Any basis for recovering costs, fees or other expenses, including attorney's fees incurred in these matters.

b. As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiff Cole W. Chambers and all members of the Settlement Class and Settlement Subclass of all Released Claims.

3. Payment by FPG.

Subject to approval of the Settlement by the Superior Court, FPG agrees to deposit the Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") set up by the Settlement Administrator for purposes of processing the Settlement and paying the Service Award, the Settlement Administration Expenses Award, the Attorney's Fees and Costs Award, and the Settlement Awards. FPG will not be responsible for making any additional payments except as expressly set forth below, whether to the Settlement Class Members, the Settlement Subclass Members, to Plaintiff Cole W. Chambers, to Class Counsel, to the Settlement Administrator, or otherwise (with the exception that FPG agrees to pay its share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes). By funding the Qualified Settlement Fund, FPG will fully discharge its financial obligations under this Agreement and shall have no further financial obligations under this Agreement, whether to the Settlement Class Members, to Settlement Subclass Members, to Plaintiff Cole W. Chambers, to Class Counsel, to the Settlement Administrator, or otherwise (again with the exception that FPG agrees to pay its share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes).

4. Calculation of Settlement Awards.

a. Subject to approval by the Superior Court, the calculations of gross (pre-tax) Settlement Awards for Settlement Class Members and Settlement Subclass Members will be made by Class Counsel based on records that have been or will be submitted to Class Counsel by FPG, which records are presumed to be accurate. FPG has provided or will provide data to Plaintiff's counsel reasonably necessary for the calculation of the Settlement Awards in the form of an Excel spreadsheet (or spreadsheets), which shall contain data regarding: (a) payroll data for each Proposed Settlement Class Member showing the deductions that were made for each Proposed Settlement Subclass Member for worker's compensation/industrial insurance benefits premiums during the Settlement Class Period; (b) tax documents from the State of Washington showing the worker's compensation/industrial insurance benefits premium rates for each Proposed Settlement Class Member during the Settlement Class Period; (c) payroll data for all time each Proposed Subclass Member worked in a Covered Position during the Settlement Subclass Period; and (d) timesheet data for all time each Proposed Subclass Member worked in a Covered Position during the Settlement Subclass Period. To the extent not already produced to Class Counsel, FPG shall provide the foregoing data to Class Counsel within thirty (30) days after this Agreement is preliminarily approved by the Superior Court. Any data provided to Class Counsel or the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. Class Counsel and the Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Settlement, law or Court order.

b. Class Counsel shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members and Settlement Subclass Members in conformity with this Agreement. Each Settlement Class Member shall receive a minimum settlement payment of Twenty Five Dollars (\$25). The remaining monies from the Class Fund (after deducting for minimum settlement payments) will be allocated to individual Settlement Class Members and Settlement Subclass Members as follows: (i) thirty percent (30%) shall be allocated to Settlement Class Members pro-rata based on the total net amounts deducted for L&I premiums as recorded in FPG's payroll records for the Settlement Class Period; and (ii) seventy percent (70%) shall be allocated to Settlement Subclass Members pro-rata based on the number of hours worked in a Covered Position as recorded in FPG's time records during the Subclass Period.

c. Class Counsel shall provide FPG and the Settlement Administrator with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members and Settlement Subclass Members. FPG and the Settlement Administrator shall have ten (10) days after receiving this electronic report to review Class Counsel's gross Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Class Counsel. Thereafter, the Parties shall confer within five (5) days in an attempt to resolve any disputes relating to the calculations of the gross amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the gross Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Settlement Class Members and Settlement Subclass Members.

d. **Allocation of Settlement Awards Between Wages and Non-Wages.** Forty Percent (40%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class Members and Settlement Subclass Members on IRS Forms W-2. Sixty Percent (60%) of each Settlement Award will be treated non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities and Eligible Settlement Class Members and Settlement Subclass Members.

e. **Separate Payment of Employer-Side Payroll Taxes.** FPG will separately fund the payment of the required employer share of the payroll taxes associated with the W-2 payments made to Settlement Class Members and Settlement Subclass Members (including, but not limited to, employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements).

5. Attorney's Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorney's Fees and Costs Award of no more than thirty percent (30%) of the Maximum Settlement Amount (i.e., One Hundred, Sixty Three Thousand, Five Hundred Dollars (\$163,500)), plus up to an additional One Thousand, Five Hundred Dollars (\$1,500) for actual litigation costs.

6. Service Award.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiff Cole W. Chambers shall receive a separate Service Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiff. Subject to approval by the Superior Court, the Service Award shall be in the amount of Seven Thousand, Five Hundred Dollars (\$7,500).

7. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Class Settlement and Notice of Class and Subclass Settlement to the Proposed Settlement Class and Proposed Settlement Subclass, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Settlement Class and Proposed Settlement Subclass, tracking and responding to any inquiries made by any member of the Proposed Settlement Class and Proposed Settlement Subclass, reviewing Class Counsel's calculation of the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099-MISC), performing all related tax reporting to taxing authorities and to FPG, and issuing the Service Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Class Counsel and FPG, which data shall be presumed to be correct. In addition to the data described in Section VI.4., above, FPG shall, within twenty (20) days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Proposed Settlement Class: (i) name; (ii) last known address; (iii) last known telephone (if known and reasonably accessible); (iv) email address (if known and reasonably accessible); (v) social security number; and (vi) whether or not they are a Potential Settlement Subclass Member. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law or Court order.

c. The Settlement Administrator shall also have the responsibility to determine any Proposed Settlement Class Member's or Proposed Settlement Subclass Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Settlement Class Member is a Settlement Class Member and whether any Proposed Settlement Subclass Member is a Settlement Subclass Member). Each Proposed Settlement Class Member who does not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award. Each Proposed Settlement Class Member who is also a Proposed Settlement Subclass Member and who does not submit a valid and timely request for exclusion will automatically be a Settlement Subclass Member and eligible to receive additional monies as part of their Settlement Award attendant to their status as a Settlement Subclass Member. Within

five (5) days after the Notice Deadline, the Settlement Administrator shall provide FPG and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Settlement Class Members who submitted a valid and timely Exclusion Form in conformity with this Agreement; (2) an electronic report setting forth the names and identities of all Proposed Settlement Class Members who did not submit a valid and timely letter requesting exclusion in conformity with this Agreement (“Exclusion Letter”); (3) copies of all Exclusion Letters returned or received; and (4) copies of all objections returned or received. FPG and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and objections received. FPG and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after a submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to FPG and Class Counsel, which results will include the names of all Settlement Class Members and the names of all individuals who opted out of the Settlement.

d. In the event the number of Proposed Settlement Class Members and/or Proposed Settlement Subclass Members who have timely requested exclusion from the Settlement exceeds ten percent (10%) of the total number of Proposed Class Members or Proposed Settlement Subclass Members, respectively, FPG has the right, in its sole discretion, to terminate or not to terminate the Settlement. If FPG chooses to exercise this right, it shall give written notice to Class Counsel within ten (10) days after receiving the report from the Settlement Administrator required by Section VI.7.c., above.

e. As part of seeking the Superior Court’s final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award of no more than Fifteen Thousand Dollars (\$15,000.00). The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

8. Notice/Approval of Settlement Class Certification and Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Class, certifying the Settlement Subclass, notifying the members of the Proposed Settlement Class and Settlement Subclass, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members and Settlement Subclass Members:

a. Class Counsel shall file a motion with the Superior Court to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Class Settlement to members of the Proposed Settlement Class who are

not also members of the Proposed Settlement Subclass and issuance of the Notice of Class and Subclass Settlement to members of the Proposed Settlement Subclass.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order certifying the Settlement Class and Settlement Subclass, preliminarily approving the Settlement and this Agreement, approving the Notice of Class Settlement and Notice of Class and Subclass Settlement to the members of the Proposed Settlement Class and Proposed Settlement Subclass (as the case may be), and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the “Preliminary Approval Order”). Class Counsel shall provide FPG with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least two (2) court days before the motion is filed. Plaintiff agrees to consider in good faith all comments of FPG on the draft. FPG will not oppose Plaintiff’s motion, so long as the motion for preliminary approval and Preliminary Approval Order are in conformity with this Agreement.

c. Subject to the Superior Court’s approval, notice of the Settlement shall be provided to the Proposed Settlement Class and Proposed Settlement Subclass using the following procedures:

(1) Within thirty-five (35) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator send the Notice of Class Settlement and Notice of Class and Subclass Settlement to the Proposed Settlement Class and Proposed Settlement Subclass (as the case may be) by mail and email.

(2) The Notice of Class Settlement shall provide that Proposed Settlement Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Class Settlement shall also provide that Proposed Settlement Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Proposed Settlement Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement.

(4) The Notice of Class and Subclass Settlement shall provide that Proposed Settlement Subclass Members who do not opt out (i.e., who wish to become Settlement Class Members and Settlement Subclass Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(5) The Notice of Class and Subclass Settlement shall also provide that Proposed Settlement Subclass Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Proposed Settlement Subclass Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and Settlement Subclass Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement

(6) The Notice of Class Settlement and Notice of Class and Subclass Settlement shall also advise Settlement Class Members and Settlement Subclass Members (as the case may be) that they need do nothing (other than not affirmatively opt out) in order to receive a Settlement Award.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members or Proposed Subclass Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Class Settlement or Notice of Class and Subclass Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skiptrace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Class Settlement or Notice of Class and Subclass Settlement (as the case may be). If such Notice of Class Settlement or Notice of Class and Subclass Settlement (as the case may be) is again returned as undeliverable, no further attempts at delivery of the Notice of Class Settlement or Notice of Class and Subclass Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Class Settlement or Notice of Class and Subclass Settlement and/or Exclusion Form to a Proposed Settlement Class Member or Proposed Settlement Subclass Member (as the case may be) at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member's or Proposed Settlement Subclass Member's request for the same.

f. Within the later of twenty one (21) days after the Notice Deadline, or seven days following resolution of challenge as set forth in Section IV.7.c., above, Class Counsel must file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members and/or Proposed Subclass Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class Member and/or Proposed Subclass Member with copies of their envelopes, and to respond to any objections to the settlement.

g. Subject to the Superior Court's availability and direction but no sooner than thirty (30) days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorney's Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiff. If the Superior Court finally approves the Settlement, the Parties will promptly and jointly ask the Superior Court to enter a Final Judgment dismissing the Case with

prejudice and without an award of attorney's fees, expenses or costs to any Party except as provided herein.

h. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continuing jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

i. Within five (5) business days after the Effective Date, FPG shall initiate a transfer of the Maximum Settlement Amount into the QSF. FPG will also transfer into the QSF an amount equal to the estimated employer share of the payroll taxes required on the W-2 payments made to Settlement Class Members and Settlement Subclass Members (including employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements) as estimated by the Settlement Administrator. Such payment shall be made by FPG upon the latter of five (5) business days after the Effective Date or within five (5) business days after the Settlement Administrator provides its estimate of the employer-side payroll taxes. Thereafter, if there is any dispute relating to the amount needed for the employer share of required payroll taxes, the Parties and Settlement Administrator shall confer within five (5) days in an attempt to resolve this dispute. In the event they are unable to reach resolution of any such dispute, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the amount required for the employer share of payroll taxes. The QSF will hold all funds transferred by FPG pending the issuance of the Settlement Awards to Settlement Class Members and Settlement Subclass Members. Until the date that FPG's funding of the QSF is due, FPG shall have sole and complete control over all such funds and shall have no obligation to segregate such funds or to place them in escrow or to otherwise earmark them before the funding deadline.

j. Within three (3) business days after the Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail checks for the Service Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award to the respective recipients thereof. Within ten (10) business days after the Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks. Settlement Award checks for each Settlement Class Member and Settlement Subclass Member shall include an amount for wages and a separate amount for non-wages (penalties, enhancements, and prejudgment interest). The Settlement Administrator shall withhold, and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each amount for wages, and shall issue appropriate IRS Forms W-2 for each amount for wages. The non-wages (penalties, enhancements, and prejudgment interest) amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator. Using the funds transferred into the QSF by FPG for the employer share of the payroll taxes required on the W-2 payments, the Settlement Administrator will also pay all of the required employer share of payroll taxes in connection with issuing the wage checks to Settlement Class Members and Settlement Subclass Members, including the employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, and local requirements.

k. No later than one hundred sixty (160) days after the Settlement Administrator issues the Settlement Award checks, Class Counsel shall file a Satisfaction of Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment. This shall terminate the Court's jurisdiction over the Case.

l. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skiptrace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member or Settlement Subclass Member (as the case may be) his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class Member or Settlement Subclass Member, FPG shall instruct the member to contact the Settlement Administrator or Class Counsel. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and Settlement Subclass Members and which, if any, checks to Settlement Class Members and Settlement Subclass Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide FPG with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by FPG. If any checks to Settlement Class Members and/or Settlement Subclass Members have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent in the corresponding Settlement Class Member's and/or Settlement Subclass Member's name to the Unclaimed Property Fund for the State of Washington. FPG will not receive funds from any uncashed checks.

m. If the Superior Court does not enter an Order preliminarily or finally approving the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

9. No Effect on Employee Benefits.

This Settlement, and any payments made under the Settlement to Settlement Class Members and/or Settlement Subclass Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members and/or Settlement Subclass Members.

10. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this

Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

c. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement and Exclusion Form).

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

f. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

g. Plaintiff and FPG believe that this is a fair, reasonable and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

h. Plaintiff's counsel and/or the Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court.

IT IS SO AGREED.

**COUNSEL FOR PLAINTIFF COLE
W. CHAMBERS AND PROPOSED
CLASS COUNSEL**

ENTENTE LAW PLLC

**COUNSEL FOR FOUNDATION
PARTNERS GROUP LLC**

JACKSON LEWIS, P.C.

James B. Pizl
Counsel for Named Plaintiff Cole W.
Chambers and Proposed Class Counsel

Dated: _____

Peter H. Nohle
Counsel for Foundation Partners Group LLC

Dated: _____

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**

Cole W. Chambers, individually and on behalf
of the Settlement Class

Dated: _____

FOUNDATION PARTNERS GROUP LLC

[Name, Title]

Dated: _____

EXHIBIT A
NOTICE OF CLASS
SETTLEMENT

**SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY**

Cole W. Chambers v. Foundation Partners Group LLC
Pierce County Superior Court Civil Case No. 22-2-06113-3

— NOTICE OF SETTLEMENT —

A court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All persons who, at any time between April 29, 2019 and [DATE OF PRELIMINARY APPROVAL], were employed by Foundation Partners Group LLC (“FPG”) in Washington state, excluding FPG’s officers and members, and those employed in positions excluded by RCW 51.12.020.

- A former employee brought claims against FPG alleging that FPG deducted more money from its employees’ wages for worker compensation premiums than it was entitled to under Washington law, resulting in an underpayment of wages. As part of the same lawsuit, the employee also alleged that FPG failed to provide meal periods and rest breaks and pay all wages due to funeral directors and employees in similar positions. FPG strongly denies these claims. The parties have reached a proposed Class Action Settlement.
- FPG strongly denies any fault, wrongdoing, or liability. If the Parties had not reached a Settlement, FPG would have continued to vigorously defend against Plaintiff’s claims, including seeking a denial of class certification and a full defense verdict at trial. FPG agreed to this Settlement to avoid the risk, burden, and expense of further litigation, and as a means of making its employees whole for even any arguable claims relating to the lawsuit.
- The Class Action Settlement includes a total maximum settlement payment by FPG of \$545,000.00.
- To qualify for a share of this payment, you must have been employed by FPG in the State of Washington at some point between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL], and have not excluded yourself from the Class Action Settlement.
- You do not have to do anything to be eligible to receive a share of the settlement payment.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
ASK TO BE EXCLUDED	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against FPG with respect to the legal claims in this Case.

OBJECT	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still has to decide whether to finally approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

FPG’s records show that you were employed by FPG and worked in the State of Washington at some time between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL]. The Court has allowed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members (defined below) who do not affirmatively request to be excluded from the Settlement.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

The Plaintiff, former employee Cole W. Chambers, claims that FPG violated Washington State law by deducting more money from its employees’ wages for worker compensation premiums than it was entitled to under Washington law, resulting in an underpayment of wages. The Plaintiff also alleges that FPG failed to provide funeral directors and employees in similar positions with compliant meal periods and rest breaks under Washington law, and that FPG failed to pay funeral directors and employees in similar positions for all hours worked, including time spent “on call” and outside the normal workday. FPG has denied the Plaintiff’s claims.

The Honorable Gretchen Leanderson of the Superior Court for the State of Washington in and for Pierce County is overseeing this Class Action. The lawsuit is known as *Cole W. Chambers v. Foundation Partners Group LLC*, Pierce County Superior Court Civil Case No. 22-2-06113-3 (the “Case”).

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called a “Class Representative” sues on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employee who sued, and who represents the Class, is called the Plaintiff.

The people the Plaintiff sues (in this case Foundation Partners Group LLC) are called the Defendants. In a class action, one court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or FPG. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representative and his attorneys think the Settlement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

5. How do I know whether I am part of the Settlement?

As part of the Settlement of the Case, the Pierce County Superior Court has decided that everyone who fits the following description is a Settlement Class Member:

All individuals currently or formerly employed by Foundation Partners Group LLC (“FPG”) in Washington state at any time between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL], excluding FPG’s officers and members and those employed in positions excluded by RCW 51.12.020.

As part of the Settlement of the Case, the Pierce County Superior Court has also decided that everyone who fits the following description is also Settlement Subclass Member:

All individuals currently or formerly employed by Foundation Partners Group LLC (“FPG”) who worked one or more shifts for FPG in Washington as a funeral director, funeral director in training, or other similar position within the funeral director family of positions at FPG (e.g., funeral director/embalmer, funeral director/embalmer in training, lead funeral director, and funeral arranger) between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL].

If it is approved, the Settlement will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members need do nothing (other than refrain from affirmatively opting out of the Settlement).

THE TERMS OF THE SETTLEMENT

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Settlement Class Members could have brought against FPG with respect to any deductions that were made by FPG for worker’s compensation/industrial insurance benefits premiums (the “Release Claims”). The Released Claims specifically include, but are not limited to, any claims arising out of or relating to a failure to pay wages on account of such deductions, a failure to timely pay all wages due on account of such deductions, any alleged violation of the Washington Industrial Welfare Act or Washington Industrial Insurance Act

(whether arising under Title 49 RCW, Title 51 RCW, or otherwise) on account of such deductions, any alleged unjust enrichment or misappropriation on account of such deductions, as well as any attendant claims for unpaid wages, premium payments, penalties, interest, exemplary damages, and attorney's fees and costs' relating to each of the foregoing.

7. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

FPG will pay a total of \$545,000 as part of the Settlement, apportioned as follows:

- **Class Fund:** FPG will pay \$357,500, which will be available for the payment of Settlement Awards to Settlement Class Members and Settlement Subclass Members who do not timely opt out of this Settlement. Thirty Percent (30%) of the Class Fund will be available to Settlement Class Members and Seventy Percent (70%) of the Class Fund will be available to Settlement Subclass Members.
- **Service Award:** FPG will pay \$7,500 to Plaintiff and Class Representative Cole W. Chambers as a service award in recognition of his efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** FPG will pay up to \$15,000 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice of the Settlement to Settlement Class Members and Settlement Subclass Members, handling the claims administration process, processing payments to Settlement Class Members and Settlement Subclass Members, and handling tax reporting requirements.
- **Attorney's Fees and Costs Award:** FPG will pay \$163,500 to Plaintiff's attorney for the attorney's fees award and up to \$1,500 for actual litigation costs they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class and Settlement Subclass.

Monetary Relief: The amount available to the Settlement Class is intended to compensate Settlement Class Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Each Settlement Class Member who does not request exclusion shall receive a minimum settlement payment of \$25.00. The remaining monies from the Class Fund (after deducting for minimum settlement payments) will be allocated to individual Settlement Class Members and Settlement Subclass Members as follows: (i) thirty percent (30%) shall be allocated to Settlement Class Members pro-rata based on the total net amounts deducted for worker's compensation/industrial insurance premiums between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL] as recorded in FPG's payroll records; and (ii) seventy percent (70%) shall be allocated to Settlement Subclass Members pro-rata based on the number of hours worked for FPG in the State of Washington as a funeral director, funeral director in training, or other similar position within the funeral director family of positions at FPG (e.g., funeral director/embalmer, funeral director/embalmer in training, lead funeral director, and funeral arranger) between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL] as recorded in FPG's time records. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been

negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington. FPG will not receive funds from any uncashed checks.

Tax Treatment of Settlement Awards: Forty Percent (40%) of each Settlement Award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Settlement Class Member on an IRS Form W-2. Sixty Percent (60%) of each Settlement Award will be treated as non-wages (a combination of penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and the Settlement Class Member. In addition to the monies it is contributing to the Settlement Fund described above, FPG is also paying all required employer-paid taxes incurred as part of the Settlement. FPG's payment of these employer-paid taxes will not decrease the funds available to Settlement Class Members.

Release of Claims: Upon final approval by the Court, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release all of the Released Claims (as defined in Section 6, above) against FPG relating to the period from April 29, 2019, through [DATE OF PRELIMINARY APPROVAL]. This Release requires you to waive and precludes you from bringing any Released Claims against the named Defendant in the case, Foundation Partners Group LLC, as well as its past, current, or future predecessors, successors, and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the Released Claims.

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice, but shall retain jurisdiction to enforce the terms of the settlement.

HOW YOU CAN GET PAYMENT

8. How can I get a payment?

To get a payment, you need do nothing. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment.

9. When would I get my payment?

The Court will hold a hearing on [HEARING DATE] to decide whether to finally approve the settlement. If the Pierce County Superior Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year of more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at [WEBSITE]. If there is no appeal, we expect payments will go out within approximately sixty (60) days of the Court's final approval of the Settlement. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firm of Entente Law PLLC are qualified to represent you and all Settlement Class Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorney’s fees in the amount of \$163,500, and their litigation costs in an amount of up to \$1,500, each of which must be approved by the Court as part of the final approval of this Settlement. Class Counsel have been working on this case since approximately March 2022, and have not received any fees or reimbursements for the costs of the lawsuit.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [NOTICE DEADLINE]. You may be excluded as a member of the Settlement Class by submitting a written request stating, “I request that I be excluded from the Class in the case of Cole W. Chambers v. Foundation Partners Group LLC.” The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above. This means you will retain the right at your own expense to pursue any claims you may have against FPG.

OBJECTING TO THE SETTLEMENT

13. If I don’t like the Settlement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Cole W. Chambers v. Foundation Partners Group LLC*, Pierce County Superior Court Civil Case No. 22-2-06113-3), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than [OBJECTION DEADLINE]**:

THE COURT'S FAIRNESS HEARING

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at [HEARING TIME] on [HEARING DATE], at the Pierce County Superior Court, Department 15, 930 Tacoma Ave S, Tacoma, WA 98402.

If there are objections, the Court will consider them. Judge Gretchen Leanderson will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel's request for attorney's fees, costs, Settlement Administration Expenses, and Service Award for the named Plaintiff. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Gretchen Leanderson may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear in *Cole W. Chambers v. Foundation Partners Group LLC*, Pierce County Superior Court Civil Case No. 22-2-06113-3." Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Gretchen Leanderson Pierce County Superior Court Department 15 930 Tacoma Ave S Tacoma, WA 98402	James B. Pizl Entente Law PLLC 315 39 th Ave SW, Suite 14 Puyallup, WA 98373	Peter H. Nohle Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above.

GETTING MORE INFORMATION

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [WEBSITE], which has a copy of the Settlement Agreement posted. Plaintiff's motion for final approval of the settlement agreement, including Class Counsel's request for attorney's fees, costs, Settlement Administration Expenses, and a Service Award for the named Plaintiff will be available for you to review on [DATE] at [WEBSITE URL].

EXHIBIT B
NOTICE OF CLASS AND
SUBCLASS
SETTLEMENT

**SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY**

***Cole W. Chambers v. Foundation Partners Group LLC
Pierce County Superior Court Civil Case No. 22-2-06113-3***

— NOTICE OF SETTLEMENT —

A court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All persons who, at any time between April 29, 2019 and [DATE OF PRELIMINARY APPROVAL], were employed by Foundation Partners Group LLC (“FPG”) in Washington state, excluding FPG’s officers and members, and those employed in positions excluded by RCW 51.12.020.

- A former employee brought claims against FPG alleging: (1) that FPG deducted more money from its employees’ wages for worker compensation premiums than it was entitled to under Washington law, resulting in an underpayment of wages; (2) that FPG failed to provide funeral directors and employees in similar positions with compliant meal periods and rest breaks under Washington law; and (3) that FPG failed to pay funeral directors and employees in similar positions for all hours worked, including time spent “on call” and outside the normal workday. FPG strongly denies these claims. The parties have reached a proposed Class Action Settlement.
- FPG strongly denies any fault, wrongdoing, or liability. If the Parties had not reached a Settlement, FPG would have continued to vigorously defend against Plaintiff’s claims, including seeking a denial of class certification and a full defense verdict at trial. FPG agreed to this Settlement to avoid the risk, burden, and expense of further litigation, and as a means of making its employees whole for even any arguable claims relating to the lawsuit.
- The Class Action Settlement includes a total maximum settlement payment by FPG of \$545,000.00.
- To qualify for a share of this payment, you must have been employed by FPG in the State of Washington at some point between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL], and have not excluded yourself from the Class Action Settlement.
- You do not have to do anything to be eligible to receive a share of the settlement payment.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator any

	updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
ASK TO BE EXCLUDED	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against FPG with respect to the legal claims in this Case.
OBJECT	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still has to decide whether to finally approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

FPG’s records show that you were employed by FPG and worked in the State of Washington at some time between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL]. FPG’s records also show that you were employed by FPG and worked one or more shifts in the State of Washington as a funeral director, funeral director in training, or other similar position within the funeral director family of positions at FPG (e.g., funeral director/embalmer, funeral director/embalmer in training, lead funeral director, and funeral arranger) between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL]. The Court has allowed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members (defined below) and Settlement Subclass Members (defined below) who do not affirmatively request to be excluded from the Settlement.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

The Plaintiff, former employee Cole W. Chambers, claims that FPG violated Washington State law by deducting more money from its employees’ wages for worker compensation premiums than it was entitled to under Washington law, resulting in an underpayment of wages. The Plaintiff also alleges that FPG failed to provide funeral directors and employees in similar positions with compliant meal periods and rest breaks under Washington law, and that FPG failed to pay funeral directors and employees in similar positions for all hours worked, including time spent “on call” and outside the normal workday. FPG has denied the Plaintiff’s claims.

The Honorable Gretchen Leanderson of the Superior Court for the State of Washington in and for Pierce County is overseeing this Class Action. The lawsuit is known as *Cole W. Chambers v. Foundation Partners Group LLC*, Pierce County Superior Court Civil Case No. 22-2-06113-3 (the “Case”).

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called a “Class Representative” sues on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employee who sued, and who represents the Class, is called the Plaintiff.

The people the Plaintiff sues (in this case Foundation Partners Group LLC) are called the Defendants. In a class action, one court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or FPG. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representative and his attorneys think the Settlement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

5. How do I know whether I am part of the Settlement?

As part of the Settlement of the Case, the Pierce County Superior Court has decided that everyone who fits the following description is a Settlement Class Member:

All individuals currently or formerly employed by Foundation Partners Group LLC (“FPG”) in Washington state at any time between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL], excluding FPG’s officers and members and those employed in positions excluded by RCW 51.12.020.

As part of the Settlement of the Case, the Pierce County Superior Court has also decided that everyone who fits the following description is also Settlement Subclass Member:

All individuals currently or formerly employed by Foundation Partners Group LLC (“FPG”) who worked one or more shifts for FPG in Washington as a funeral director, funeral director in training, or other similar position within the funeral director family of positions at FPG (e.g., funeral director/embalmer, funeral director/embalmer in training, lead funeral director, and funeral arranger) between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL].

If it is approved, the Settlement will cover all Settlement Class Members and Settlement Subclass Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members and Settlement

Subclass Members need do nothing (other than refrain from affirmatively opting out of the Settlement).

THE TERMS OF THE SETTLEMENT

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Settlement Class Members could have brought against FPG with respect to any deductions that were made by FPG for worker's compensation/industrial insurance benefits premiums (the "Released Claims"). The Released Claims specifically include, but are not limited to, any claims arising out of or relating to a failure to pay wages on account of such deductions, a failure to timely pay all wages due on account of such deductions, any alleged violation of the Washington Industrial Welfare Act or Washington Industrial Insurance Act (whether arising under Title 49 RCW, Title 51 RCW, or otherwise) on account of such deductions, any alleged unjust enrichment or misappropriation on account of such deductions, as well as any attendant claims for unpaid wages, premium payments, penalties, interest, exemplary damages, and attorney's fees and costs' relating to each of the foregoing. In addition, as to the Settlement Subclass, "Released Claims" shall also include any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case with respect to a failure to pay for all hours worked (whether due to a failure to pay for allegedly compensable on-call time, a failure to pay for time spent working outside the normal workday, or otherwise), as well as any and all claims that were brought or that could have been brought based on any facts alleged in the Case with respect to a failure to provide meal periods and/or rest breaks. As it relates to the Subclass, the Released Claims specifically include, but are not limited to, any claims alleging a failure to pay for all hours worked, a failure to timely pay for all wages when due, a failure to pay all wages arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, as well as any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorney's fees and costs' relating to each of the foregoing.

7. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

FPG will pay a total of \$545,000 as part of the Settlement, apportioned as follows:

- **Class Fund:** FPG will pay \$357,500, which will be available for the payment of Settlement Awards to Settlement Class Members and Settlement Subclass Members who do not timely opt out of this Settlement. Thirty Percent (30%) of the Class Fund will be available to Settlement Class Members and Seventy Percent (70%) of the Class Fund will be available to Settlement Subclass Members.
- **Service Award:** FPG will pay \$7,500 to Plaintiff and Class Representative Cole W. Chambers as a service award in recognition of his efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** FPG will pay up to \$15,000 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice of the Settlement to Settlement Class Members and Settlement Subclass Members, handling the claims administration process, processing payments

to Settlement Class Members and Settlement Subclass Members, and handling tax reporting requirements.

- **Attorney's Fees and Costs Award:** FPG will pay \$163,500 to Plaintiff's attorney for the attorney's fees award and up to \$1,500 for actual litigation costs they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class and Settlement Subclass.

Monetary Relief: The amount available to the Settlement Class and Settlement Subclass is intended to compensate Settlement Class Members and Settlement Subclass Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Each Settlement Class Member who does not request exclusion shall receive a minimum settlement payment of \$25.00. The remaining monies from the Class Fund (after deducting for minimum settlement payments) will be allocated to individual Settlement Class Members and Settlement Subclass Members as follows: (i) thirty percent (30%) shall be allocated to Settlement Class Members pro-rata based on the total net amounts deducted for worker's compensation/industrial insurance premiums between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL] as recorded in FPG's payroll records; and (ii) seventy percent (70%) shall be allocated to Settlement Subclass Members pro-rata based on the number of hours worked for FPG in the State of Washington as a funeral director, funeral director in training, or other similar position within the funeral director family of positions at FPG (e.g., funeral director/embalmer, funeral director/embalmer in training, lead funeral director, and funeral arranger) between April 29, 2019, and [DATE OF PRELIMINARY APPROVAL] as recorded in FPG's time records. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington. FPG will not receive funds from any uncashed checks.

Tax Treatment of Settlement Awards: Forty Percent (40%) of each Settlement Award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Settlement Class Member and Settlement Subclass Member on an IRS Form W-2. Sixty Percent (60%) of each Settlement Award will be treated as non-wages (a combination of penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and the Settlement Class Member and Settlement Subclass Member. In addition to the monies it is contributing to the Settlement Fund described above, FPG is also paying all required employer-paid taxes incurred as part of the Settlement. FPG's payment of these employer-paid taxes will not decrease the funds available to Settlement Class Members and Settlement Subclass Members.

Release of Claims: Upon final approval by the Court, the Settlement Class and Settlement Subclass and each Settlement Class Member and Settlement Subclass Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release all of the Released Claims (as defined in Section 6, above) against FPG relating to the period from April 29, 2019, through [DATE OF PRELIMINARY APPROVAL]. This Release requires you to waive and precludes you from bringing any Released Claims against the named

Defendant in the case, Foundation Partners Group LLC, as well as its past, current, or future predecessors, successors, and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the Released Claims.

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice, but shall retain jurisdiction to enforce the terms of the settlement.

HOW YOU CAN GET PAYMENT

8. How can I get a payment?

To get a payment, you need do nothing. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and Settlement Subclass Member and will be entitled to payment.

9. When would I get my payment?

The Court will hold a hearing on [HEARING DATE] to decide whether to finally approve the settlement. If the Pierce County Superior Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at [WEBSITE]. If there is no appeal, we expect payments will go out within approximately sixty (60) days of the Court's final approval of the Settlement. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firm of Entente Law PLLC are qualified to represent you and all Settlement Class Members and Settlement Subclass Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorney's fees in the amount of \$163,500, and their litigation costs in an amount of up to \$1,500, each of which must be approved by the Court as part of the final approval of this Settlement. Class Counsel have been working on this case since approximately March 2022, and have not received any fees or reimbursements for the costs of the lawsuit.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and/or Settlement Subclass Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [NOTICE

DEADLINE]. You may be excluded as a member of the Settlement Class and Settlement Subclass by submitting a written request stating, “I request that I be excluded from the Class in the case of *Cole W. Chambers v. Foundation Partners Group LLC*.” The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above. This means you will retain the right at your own expense to pursue any claims you may have against FPG.

OBJECTING TO THE SETTLEMENT

13. If I don’t like the Settlement, how do I tell the Court?

If you are a Settlement Class Member and/or Settlement Subclass Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Cole W. Chambers v. Foundation Partners Group LLC*, Pierce County Superior Court Civil Case No. 22-2-06113-3), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than [OBJECTION DEADLINE]**:

THE COURT’S FAIRNESS HEARING

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at [HEARING TIME] on [HEARING DATE], at the Pierce County Superior Court, Department 15, 930 Tacoma Ave S, Tacoma, WA 98402.

If there are objections, the Court will consider them. Judge Gretchen Leanderson will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel’s request for attorney’s fees, costs, Settlement Administration Expenses, and Service Award for the named Plaintiff. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Gretchen Leanderson may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your “Notice of Intention to Appear in *Cole W. Chambers v. Foundation Partners Group LLC*, Pierce County Superior Court Civil Case No. 22-2-06113-3.” Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Gretchen Leanderson Pierce County Superior Court Department 15 930 Tacoma Ave S Tacoma, WA 98402	James B. Pizl Entente Law PLLC 315 39 th Ave SW, Suite 14 Puyallup, WA 98373	Peter H. Nohle Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and Settlement Subclass and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above.

GETTING MORE INFORMATION

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [WEBSITE], which has a copy of the Settlement Agreement posted. Plaintiff’s motion for final approval of the settlement agreement, including Class Counsel’s request for attorney’s fees, costs, Settlement Administration Expenses, and a Service Award for the named Plaintiff will be available for you to review on [DATE] at [WEBSITE URL].