

## NOTICE OF PENDENCY OF CLASS AND PAGA ACTION SETTLEMENT

If you are or were employed by Coolsys Commercial & Industrial Solutions, Inc., formerly known as Source Refrigeration & HVAC, Inc. (“Coolsys”), as a non-exempt hourly employee within the State of California at any time during the period from October 1, 2016 through April 1, 2021, a class action settlement may affect your rights.

*A court authorized this Notice in the matter of James v. Coolsys Commercial & Industrial Solutions, Inc., et al., Orange County Superior Court Case No. 30-2020-01163014-CU-OE-CXC*

*Your legal rights may be affected by this Settlement. Please read this Notice carefully.*

Plaintiff sued Coolsys, and Coolsys, Inc. on behalf of herself, all others similarly situated, and other aggrieved employees, for the following claims: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to pay all wages; (4) failure to pay all reporting time pay; (5) failure to provide timely and complaint meal periods (including without limitation first and second meal breaks); (6) failure to provide timely and complaint rest breaks; (7) failure to provide accurate and itemized wage statements; (8) failure to timely pay all wages due upon termination/separation of employment; (9) violation of Business and Professions Code §§ 17200, *et seq.*; and (10) violation of the Private Attorney General Act (“PAGA”) (the “Action”). Plaintiff seeks to recover on behalf of all similarly situated current and former non-exempt hourly employees of Defendant all damages and penalties under California law. Coolsys and Coolsys, Inc. strongly deny any and all allegations and claims alleged in the Action, and deny any and all wrongdoing and liability. The proposed Settlement is not a concession or admission by Coolsys or Coolsys, Inc. that the Action has any merit whatsoever. The Court has not ruled on the merits of Plaintiff’s claims. The Court has preliminarily approved the Settlement in this Action and determined that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable. You have a right to know about the proposed Settlement and about your options before the Court decides whether to finally approve the Settlement. If you qualify as a Settlement Class Member, you may receive money from the Settlement. A final determination will be made by the Court at a Final Approval/Settlement Fairness Hearing.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>You can DO NOTHING</b>	<b>You will receive a payment from the Settlement (your Individual Settlement Payment).</b> If you do nothing, you will continue your participation in this lawsuit, and you will receive your individual share of the Settlement. In exchange for this payment, you will release ( <b>give up</b> ) any rights to sue Coolsys or Coolsys, Inc. separately for the same legal claims that are part of this lawsuit (see Section 11 for an explanation of the Released Claims).
<b>You can EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<b>If you ask to be excluded from the Settlement, you will get no payment from the Settlement</b> (unless you are an Eligible Aggrieved Employee), but you will <b>keep</b> any rights to sue Coolsys or Coolsys, Inc. for any claims other than the PAGA Released Claims. If you ask to be excluded from the Settlement, you cannot object to the Settlement. Note that Eligible Aggrieved Employees (see definition in Section 1 below) <b>cannot</b> ask to be excluded from participating in the settlement of the PAGA claims in the Action or from the PAGA Released Claims (see Section 11).
<b>You can OBJECT TO THE SETTLEMENT</b>	If you do not agree with the Settlement, you can object to the Settlement according to the procedures described fully below in Section 13. The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you will still be bound by the terms of the Settlement and will receive a settlement payment. Objecting to the Settlement will <b>not</b> exclude you from receiving a portion of the

	Settlement.
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**1. Why Did I Get This Notice?**

**You are not being sued.** You received this Notice because Coolsys’ records show that you (a) are a current or former non-exempt hourly employee of Coolsys in California during the period of October 1, 2016 through April 1, 2021 (the “Class Period”) (defined as a “Settlement Class Member”), and/or (b) are a current or former non-exempt hourly employee of Coolsys in California during the period of April 6, 2019 through April 1, 2021 (the “PAGA Period”) (defined as “Eligible Aggrieved Employee”). If you received this Notice, you are either a “Settlement Class Member” and/or a “Eligible Aggrieved Employee” for the Settlement described in this Notice.

You received this Notice because you have a right to know about a proposed Settlement of a class and PAGA 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 objections and/or appeals are resolved, the Settlement Administrator appointed by the Court will make all payments that the Settlement allows and as approved by the Court.

This Notice explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible to receive them, and how to receive payment.

**2. What is This Action About?**

In this lawsuit, the Named Plaintiff filed a putative class and representative action against Coolsys and Coolsys, Inc. for various wage and hour violations. The Operative Complaint alleges that Coolsys and Coolsys, Inc. violated Labor Code §§ 201-203, 510, 558, 1194, 1197.1, and 1198 by failing to properly and timely pay all wages, including reporting time pay, minimum wages, regular wages, overtime and double time. Additionally, Named Plaintiff claims that Coolsys and Coolsys, Inc. violated Labor Code §§ 226.7 and 512 by failing to provide meal breaks (including without limitation first and second meal breaks) and failing to authorize and permit legally compliant rest breaks. The Operative Complaint also alleges that Coolsys and Coolsys, Inc. did not provide accurate wage statements in compliance with Labor Code § 226(a). Named Plaintiff also claims that Coolsys and Coolsys, Inc. failed to timely pay all wages owed to its employees during and upon separation of employment. Further, Named Plaintiff also claims that Coolsys and Coolsys, Inc. violated the Business and Professions Code §§ 17200, *et seq.* In addition to the class claims, Named Plaintiff also brought these same claims on a representative basis under the Private Attorneys General Act (PAGA).

Coolsys and Coolsys, Inc. strongly deny any and all allegations and claims alleged in the Action, and deny any and all wrongdoing and liability.

The parties have reached an agreement to resolve the class and PAGA claims in the lawsuit. The Court has preliminarily approved Plaintiff to represent the Settlement Class. However, the Court has not made any findings with respect to the merits of Plaintiff’s claims.

**3. Do I Need to Hire an Attorney?**

You do not need to hire your own attorney. The Court has already preliminarily appointed the law firms of Lebe Law as Class Counsel (see Section 15 for Class Counsel’s information). However, if you want to be represented by your own lawyer, you may hire one at your own expense.

#### 4. What is Coolsys' and Coolsys, Inc.'s Position?

Coolsys and Coolsys, Inc. deny any wrongdoing or liability whatsoever and deny that wages, damages, or penalties are owed, or that it acted contrary to California law. Coolsys and Coolsys, Inc. believe that it has valid defenses to Plaintiff's claims. By agreeing to settle, Coolsys and Coolsys, Inc. are not admitting liability on any of the factual or legal allegations in the Action, or that the Action can proceed as a class or representative action. Coolsys and Coolsys, Inc. have agreed to settle the Action as a compromise with Plaintiff and Class Counsel.

#### 5. Why is There a Settlement?

The Court did not decide in favor of Plaintiff, Coolsys or Coolsys, Inc. After a thorough investigation into the fact and claims of this Action, the parties agreed to the Settlement following a mediation session with a neutral third-party mediator. The Action settled because Class Counsel and Plaintiff believe that the amount of the Settlement is fair, adequate, and reasonable in light of the strengths and weaknesses of the claims and other potential factors affecting this Action.

#### 6. What Does the Settlement Provide?

The proposed Settlement provides for a payment by Coolsys and Coolsys, Inc. in the gross settlement amount of \$527,500.00 to fully and finally resolve all claims in the lawsuit. The total amount to be distributed to Settlement Class Members who do not exclude themselves from the Settlement, will be the gross settlement amount minus the following (the Net Settlement Amount"): (a) settlement administration costs not to exceed \$15,000.00; (b) class representative service award to Named Plaintiff not to exceed \$5,000.00, to compensate her for the risks, time, and expense of her involvement and efforts to prosecute the Action; (c) Class Counsel's attorneys' fees not to exceed \$175,833.33; (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$15,000.00; (e) payment of \$18,750.00 to the California Labor and Workforce Development Agency (LWDA) as part of the settlement of the PAGA claims; and (f) payment of \$6,250.00 to be distributed among Eligible Aggrieved Employees as part of the settlement of the PAGA claims. No portion of the Net Settlement Amount will be returned to Coolsys or Coolsys, Inc. under any circumstances.

Based on the foregoing, the total Net Settlement Amount available to be distributed to the Settlement Class Members, should the foregoing amounts be awarded in full, is estimated at \$291,666.67.

#### 7. What Can I Get from the Settlement?

Settlement Class Members (who do not request to be excluded) will be paid their individual settlement payment from the Net Settlement Amount. 33.3% of each individual settlement payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued. 33.3% will be designated for alleged interest, for which an IRS Form 1099 shall be issued. The remaining 33.3% will be designated for alleged penalties, for which an IRS Form 1099 shall be issued. Individual settlement payments from the Net Settlement Amount are subject to any applicable tax withholdings. To the extent that any portion of the Settlement Class Members' settlement proceeds constitute wages, Coolsys will be separately responsible for the employer-paid portion of employer taxes, which will not be paid from the gross settlement amount.

Eligible Aggrieved Employees will be paid a pro rata portion of the \$6,250.00 payment allocated to resolve the PAGA claims (see Section 8). The entirety of each individual PAGA settlement payment to Eligible Aggrieved Employee will be designated as penalties, for which an IRS Form 1099 shall be issued.

Each Settlement Class Member and Eligible Aggrieved Employee will be solely responsible for his/her share of taxes owed as a result of any payments received under this Settlement. The amount of tax withholdings from your individual settlement payment may or may not be sufficient to cover your applicable tax obligations to the Internal Revenue Service and/or California Franchise Tax Board. Please consult your tax adviser, as needed. Neither the named parties nor any counsel in this Action make any representations as to the tax treatment of individual settlement payments provided by the Settlement.

## 8. How Was My Individual Payment Amount Calculated?

### **Calculation of Settlement Class Members' Individual Settlement Payments:**

Your estimated share of the settlement payment is based on the number of Eligible Workweeks, which is defined as the number of workweeks that you worked as a non-exempt hourly employee for Coolsys in California during the period of October 1, 2016 through April 1, 2021 (the "Class Period"). Based on Coolsys' records, the Settlement Administrator calculated each Settlement Class Member's individual settlement payment by: (1) dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Settlement Class Members during the Class Period to determine the Workweek Amount, and then (2) multiplying the Workweek Amount by the number of Eligible Workweeks worked by the individual Settlement Class Member during the Class Period as listed above. Each individual settlement payment will be reduced by any legally mandated deductions (e.g., payroll taxes, etc.), for each Settlement Class Member.

Based on Coolsys' records, the number of Eligible Workweeks you worked during the Class Period is [REDACTED]. Your estimated Individual Settlement Payment, subject to mandatory deductions and withholdings, is \$ [REDACTED].

Settlement Class Members who submit valid and timely requests for exclusion will not be entitled to receive the above-referenced individual settlement payments. The estimated individual settlement payments allocated to those individuals will become part of the Net Settlement Amount and redistributed to the remaining Settlement Class Members, as calculated by the Settlement Administrator to proportionally increase the payments to Settlement Class Members who do not request exclusion, such that the aggregate of settlement payout to Settlement Class Members equals 100% of the NSA.

### **Calculation of Eligible Aggrieved Employees' Individual PAGA Settlement Payments:**

The amount of individual PAGA settlement payments to be paid to each Eligible Aggrieved Employee will be based on the number of workweeks worked by the individual Eligible Aggrieved Employee as a non-exempt hourly employee in California during the PAGA Period. Your estimated Individual PAGA Settlement Payment is \$ [REDACTED].

Because the PAGA penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the Settlement if the Court gives final approval to the Settlement. Even if you exclude yourself from the class action portion of the settlement, you will still receive your portion of the PAGA payment, will release the PAGA Released Claims, and will be barred from asserting any claim against Defendant pursuant to the PAGA based on the PAGA Released Claims.

## 9. How Can I Get Payment?

You do not need to take any action to qualify for payment. For Settlement Class Members, if you do not opt out (exclude yourself) from the Settlement, you will automatically receive your individual settlement payment. For Eligible Aggrieved Employees, your payment will be automatically mailed to you.

However, if you dispute the number of Eligible Workweeks worked listed above, you may contact the Settlement Administrator with a written statement setting forth the following: (1) the number of Eligible Workweeks that you

believe in good faith is correct, (2) that you authorize the Settlement Administrator to review your personnel file to determine the accuracy of the information, and (3) attaching any relevant documentation to support your dispute, if any. You must mail or fax the written statement to the Settlement Administrator at 50 Corporate Park, Irvine, CA 92606 or 1-949-419-3446 no later than [REDACTED] [45 DAYS AFTER MAILING DATE]. If you receive a re-mailed Notice, your deadline to submit any disputes is extended by 10 calendar days from [REDACTED].

The Settlement Administrator will consult with Class Counsel and Counsel for Coolsys and Coolsys, Inc. and will review any pertinent payroll records to resolve any Eligible Workweek disputes. If you dispute the number of weeks to which you have been credited or the amount of your Individual Settlement Share, you must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Coolsys' records, Coolsys' records will be presumed determinative. However, if you produce evidence to the contrary, Class Counsel and Counsel for Coolsys and Coolsys, Inc. will evaluate the evidence submitted and will make the final decision as to the number of eligible weeks that should be applied and/or the Individual Settlement Share to which the you may be entitled. If you do nothing, you will receive your individual settlement payment calculated based on the number of Eligible Workweeks as identified in this Notice and be bound by the terms of the Settlement (including the Released Claims described in Section 11). All disputes regarding Eligible Workweeks will be submitted to the Court, who will have the right to review and reverse any decision made by the Settlement Administrator regarding the dispute.

The Court may review any decision by the Settlement Administrator regarding disputes.

#### 10. When Would I Get My Payment?

The Court will hold the Final Approval/Settlement Fairness Hearing on [TENTATIVE: Thursday, [REDACTED], 2021], at [2:00 pm], in Department CX-102 of the California Superior Court for the County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, to decide whether to grant final approval of the Settlement and enter final judgment. This hearing date is subject to continuance without further notice. If the Court grants final approval of the Settlement, your individual settlement payment will be mailed after entry of Final judgment, unless there are objections, appeals, or other challenges to the Settlement, the Final Judgment or otherwise.

#### 11. What Rights Do I Give Up If I Participate or Do Nothing?

##### **For Settlement Class Members:**

Unless you submit a timely and valid request for exclusion from the Settlement, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including releasing the "Released Claims" against Coolsys, Coolsys, Inc. and Released Parties below. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

**Release of Claims:** If you do not exclude yourself from this Settlement, you will give up any rights against Coolsys and Coolsys, Inc. regarding any claims asserted in the operative complaint, that arise out of the facts asserted in the operative complaint, or that could have been asserted in the operative complaint based on the factual allegations in the operative complaint related to unpaid wages, including minimum wages, regular wages, overtime and double time, improper calculation of overtime and double time wages, meal and rest breaks, reporting time pay, on-call pay, failure to timely pay wages during employment, separation pay violations, non-compliant wage statements, failure to properly record hours worked and/or paid, unfair business practices, and PAGA that arose during the Class Period. Specifically, upon the Final Approval Order and Final Judgment becoming Final, you hereby waive, release, discharge, and promise never to assert in any forum the following claims against Defendants, its respective subsidiaries, affiliates, officers, directors, shareholders, employees, attorneys, agents, assigns, members, investors, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers,

parents and attorneys. from all claims, demands, rights, liabilities and causes of action that were pled, based on the factual allegations therein, that arose during the Class Period with respect to the following claims: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to pay all wages; (d) failure to pay all reporting time pay; (e) failure to pay all on-call pay; (f) failure to provide timely and compliant meal periods; (g) failure to provide timely and compliant rest breaks; (h) failure to provide accurate and itemized wage statements; (i) failure to timely pay all wages due to terminated/separated employees; and (j) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, Business & Professions Code §§ 17200, et seq., and the Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq., based on the facts and causes of action as alleged in the Operative Complaint, and/or Plaintiff's notice submitted to the LWDA.

**For Eligible Aggrieved Employees:**

Upon Final Approval of the Settlement, each Eligible Aggrieved Employee will give up the following "PAGA Released Claims" against Coolsys, Coolsys, Inc. and Released Parties below. You will be bound by the release below and the judgment entered in this Action when the Court grants final approval of this Settlement.

**Release of Claims as to Eligible Aggrieved Employees:** Upon the Final Approval Order and Final Judgment becoming Final, you hereby waive, release, discharge the following claims against Coolsys, Coolsys, Inc. and its respective subsidiaries, affiliates, officers, directors, shareholders, employees, attorneys, agents, assigns, members, investors, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, parents and attorneys from any and all claims, for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq., that were asserted in the Operative Complaint or Plaintiff's notices to the LWDA based on the facts and/or allegations alleged therein. The PAGA Released Claims includes claims for PAGA civil penalties premised on California Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197.1, 1998 including failure to pay unpaid wages, including minimum wages, regular wages, overtime and double time, improper calculation of overtime and double time wages, meal and rest breaks, reporting time pay, on-call pay, failure to timely pay wages during employment, separation pay violations, and non-compliant wage statements, that arose during the PAGA Period.

**12. How Do I Exclude Myself from the Settlement as a Settlement Class Member?**

If you are a Settlement Class Member and do not wish to participate in the Settlement, you may exclude yourself by mailing an Exclusion Form to the Settlement Administrator stating that you want to be excluded from the *Melinda James, et al. v. Coolsys Commercial & Industrial Solutions, Inc., et al.* settlement.

The written request for exclusion must: (1) include your name, address, and the last four digits of your social security number; (2) be addressed to the Settlement Administrator; and (3) be signed by you or your lawful representative. Your exclusion form must be postmarked no later than [REDACTED] [45 DAYS AFTER MAILING] and returned to the Settlement Administrator at: 50 Corporate Park, Irvine, CA 92606 or 1-949-419-3446. If the Notice was re-mailed to you, your deadline is [REDACTED].

Notwithstanding the foregoing, no Eligible Aggrieved Employee may opt out of or be excluded from participating in the settlement of the PAGA claims alleged in the Action or from the PAGA Released Claims. Even if you exclude yourself from the class action portion of the settlement, you **cannot** exclude yourself from the PAGA portion of the settlement. Thus, you will still receive your portion of the PAGA payment, will release the PAGA Released Claims, and will be barred from asserting any claim against Defendant pursuant to the PAGA based on the PAGA Released Claims. If the Court grants final approval of the Settlement, upon the date the Final Judgment becomes Final, Eligible Aggrieved Employees are barred from pursuing any action under the PAGA regarding the PAGA Released Claims against Coolsys and Coolsys, Inc. as explained in Section 11.

The PAGA released claims do not include any claims for unpaid wages.

### 13. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

If you wish to object to the settlement, you may **either** (1) submit a timely written objection to the Settlement Administrator according to the procedures below, or (2) appear at the Final Approval Hearing to verbally object to the Settlement in person or through your own attorney at your own expense.

A written objection must contain: (1) your full name, address, and telephone number, and the name and address of your counsel, if any; (2) the words “Notice of Objection” or “Formal Objection”; (3) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (4) list identifying witness(es) you may call to testify at the Final Approval hearing; (5) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing; (6) signed by you or your attorney; and (7) state whether you (or someone else on your behalf) intends to appear at the Final Approval hearing. Your written objection must be postmarked no later than [45 DAYS AFTER MAILING] and returned to the Settlement Administrator at: 50 Corporate Park, Irvine, CA 92606 or 1-949-419-3446. If the Notice was re-mailed to you, your deadline is [10 DAYS EXTENSION FROM INITIAL MAILING].

Class Counsel and Counsel for Coolsys and Coolsys, Inc. are permitted to respond in writing to your objection before the Final Approval hearing.

If you wish to appear at the Final Approval hearing to verbally object to the Settlement, please check the Court’s website at <https://www.occourts.org> for COVID protocols and/or the procedure for remote appearances.

The Court will make a ruling on your objection at the Final Approval hearing. If the Court rejects your objection, you will be bound by the terms of the Settlement. You do not have to attend the Final Approval Hearing, but you may do so at your own expense. If you send a written objection, you do not have to come to Court to talk about it.

### 14. When Is the Final Approval and Fairness Hearing?

The Court will hold a Final Approval/Settlement Fairness Hearing in Department CX-102 of the California Superior Court for the County of Orange, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, on [TENTATIVE: Thursday, \_\_\_\_\_, 2021] at [2:00 PM], to determine whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also be asked to approve Class Counsel’s request for attorneys’ fees and actual litigation costs, Plaintiff’s Enhancement Award, Settlement Administration Costs, and the PAGA Payment to the LWDA and to Eligible Aggrieved Employees.

The Final Approval/Settlement Fairness Hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing, but you may do so at your own expense. Once final approval is granted by the Court, the Court will enter final judgment, and all Settlement Class Members who have not excluded themselves will be deemed to have waived the Released Claims set forth above. Notice of the final judgment will be on file with the Clerk of the Court. The notice of final judgment, and the final judgment will also be available through the Settlement Administrator at [http://www.\\_\\_\\_\\_\\_.com](http://www._____.com).

### 15. How Do I Get Additional Information?

This Notice provides a summary of the basic terms of the Settlement. The precise terms and conditions of the Settlement are contained in the Joint Stipulation of Class Action and PAGA Settlement, which is on file with the Clerk

of the Court. Additionally, the pleadings and other records in this Action may be examined at any time during regular business hours at the Office of the Clerk of the California Superior Court for the County of Orange, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. You can also access and review the Court's docket in this case through the Court's website at: <https://ocapps.occourts.org/online-services/case-access/>, by clicking on the "Civil Case & Document Access," accepting the terms of use, and entering in the case name or number *Melinda James, et al. v. Coolsys Commercial & Industrial Solutions, Inc., et al.*, Case No. 30-2020-01163014-CU-OE-CXC. The "Register of Action" tab will provide the docket entry of all documents filed in this Action.

In addition, this Notice, the Joint Stipulation of Class Action and PAGA Settlement, approval papers, and other documents in this case will also be available through the Settlement Administrator at [http://www. \[REDACTED\] .com](http://www. [REDACTED] .com).

If you have any questions, you may contact any of the attorneys listed below, or the Settlement Administrator, CPT Group, Inc., at 800-542-0900. When you call, please refer to the *Melinda James, et al. v. Coolsys Commercial & Industrial Solutions, Inc., et al.*, class action settlement.

<b>CLASS COUNSEL</b>
Jonathan M. Lebe Annaliz Loera <b>LEBE LAW, APLC</b> 777 S. Alameda Street, 2 <sup>nd</sup> Floor Los Angeles, CA 90021 Tel: (213) 444-1973 Fax: (213) 457-3092 <a href="mailto:jon@lebelaw.com">jon@lebelaw.com</a> <a href="mailto:annaliz@lebelaw.com">annaliz@lebelaw.com</a>

**IF YOU HAVE ANY QUESTIONS ABOUT THE SETTLEMENT, YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR:**

*James v. Coolsys Commercial & Industrial Solutions, Inc., et al.*,  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Toll-Free Phone Number: 800-542-0900  
Fax Number: 1-949-419-3446

**PLEASE DO NOT CONTACT THE COURT OR OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.**

**BY ORDER OF THE COURT.**