

MATTHEW BOYD, individually, and
on behalf of others similarly situated,

Plaintiff,

V.

FONTAINE MODIFICATION
COMPANY,

Defendant.

Case No. 3:25-cv-00293-MOC-DCK

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into by and between Matthew Boyd (“Plaintiff”), individually and on behalf of all Opt-in Plaintiffs, Participating Collective Members, Participating Class Members, and all Members of the Settlement Class and Settlement Collective defined herein, and their counsel of record, and Fontaine Modification Company (“Defendant”) (collectively, the “Parties”), and subject to approval by the Court, hereby enter into this stipulation of settlement. This Agreement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Agreement. The instant action shall be dismissed with prejudice upon final approval of this settlement by the Court.

I. Recitals and Background

- a. On May 1, 2025, Plaintiff initiated the lawsuit *Matthew Boyd, individually, and on behalf of others similarly situated v. Fontaine Modification Company*, case number 3:25-cv-00293-MOC-DCK (the “Action”), currently pending in the United States District Court for the Western District of North Carolina, Charlotte Division, alleging violation of the Fair Labor Standards Act (“FLSA”), violation of the Virginia Overtime Wage Act, and Virginia Wage Payment Act for failure to pay employees for all time they worked and failure to include all remuneration in the regular rate of pay for overtime calculations.
- b. As a result of the Parties’ negotiations, which included a mediation with an experienced wage and hour mediator, the Parties have agreed to settle this Action according to the terms of this Agreement.
- c. Plaintiff’s Counsel (as defined herein) has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In

entering into this Agreement, Plaintiff's Counsel has considered: (a) the facts developed in litigation and during the Parties' negotiations and the law and defenses applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this settlement according to the terms of this Agreement. Plaintiff has concluded that the terms of this Agreement are fair, reasonable and adequate, and that it is in the best interests of himself and the Settlement Class to settle their claims against Defendant pursuant to the terms set forth herein.

- d. Defendant denies the allegations in the Action and denies that it engaged in any wrongdoing or violation of law. Defendant also denies that the alleged claims are appropriate for collective treatment under 29 U.S.C. § 216(b) or class treatment under Fed. R. Civ. P. 23, except for purposes of settlement. Defendant is entering into this Agreement because it will eliminate the burden, risk, and expense of further litigation. Neither this Agreement nor any document referred to herein, nor any action taken to carry out this Agreement, may be used in any way as an admission, concession or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever, including any concession that certification of a class or collective other than for purposes of this Agreement would be appropriate in the Action or any other case.
- e. The Parties recognize that notice to the Settlement Class and Settlement Collective of the material terms of this Agreement, as well as approval of this Agreement by the Court, are required to effectuate the Agreement, and that the Agreement will not become operative until the Court grants approval of it and the Agreement becomes effective.
- f. The Parties stipulate and agree that, solely for settlement purposes, the requisites for establishing collective action certification under the FLSA pursuant to 29 U.S.C. § 216(b) and class treatment under Fed. R. Civ. P. 23 are met. Should this Agreement not become final, such stipulation to collective action certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context.
- g. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the approval of the Court and the other conditions set forth herein, that Plaintiff's, the Opt-in Plaintiffs', the Participating Collective Members', and the Participating Class Members' claims against Defendant shall be settled, compromised and dismissed, on the merits and with prejudice, and that the claims released herein shall be finally and fully compromised, settled, and dismissed as to the Released Parties, in the manner and upon the terms and conditions set forth herein.

II. Definitions

- a. **“Action”** means the lawsuit *Matthew Boyd, individually, and on behalf of others similarly situated v. Fontaine Modification Company*, case number 3:25-cv-00293-MOC-DCK (the “Action”), currently pending in the United States District Court for the Western District of North Carolina, Charlotte Division.
- b. **“Court”** means the United States District Court for the Western District of North Carolina, Charlotte Division, before which this Action is pending.
- c. **“Defendant”** means Fontaine Modification Company.
- d. **“Defendant’s Counsel”** means the attorneys representing Defendant in the Action: Thompson Coburn LLP.
- e. **“Effective Date”** means the date by which both of the following have occurred: (i) this settlement has received final approval from the Court; and (ii) the period for appealing the Court’s final order approving the settlement expires without an appeal being filed or, if such an appeal is filed, the date of entry of a final order and judgment after resolving such appeal.
- f. **“Fairness Hearing”** means the hearing to be conducted by the Court to determine whether to finally approve the settlement explained herein.
- g. **“Gross Settlement Amount”** means \$1,600,000.00, which is the total and maximum amount Defendant will be required to pay under this Agreement to completely resolve and settle the claims against Defendant in the Action, except that, in addition to the Gross Settlement Amount, Defendant will pay the employer share of payroll taxes associated with wage payments pursuant to this Agreement. The Gross Settlement Amount expressly includes, but is not necessarily limited to, the following: (i) Settlement Payments to Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members; (ii) Service Award; (iii) Plaintiff’s Counsel’s Fees and Plaintiff’s Litigation Expenses; and (iv) payment to the Settlement Administrator.
- h. **“Members”** means members of the Settlement Class and members of the Settlement Collective.
- i. **“Motion for Preliminary Approval”** means the motion and supporting documents the Parties will file to seek the Court’s preliminary approval of this settlement.
- j. **“Net Settlement Amount”** means the Gross Settlement Amount of \$1,600,000.00 less payments to the Settlement Administrator, Plaintiff’s Counsel’s Fees, Plaintiff’s Litigation Expenses, and Service Award.

- k. **“Notice of Settlement”** means (i) for Settlement Collective Members, the official notice of settlement, together with a Consent to Join and Claim form, informing each Settlement Collective Member that they must timely submit a valid Consent to Join and Claim Form to participate in and be paid under the settlement, and that failure to do so means they are not a part of the settlement; and (ii) for Settlement Class Members, a Rule 23 opt-out notice explaining the right to request exclusion that states any Settlement Class Member who does not timely and validly opt out also settles their FLSA claims, each attached hereto as Exhibits 1-3.
- l. **“Participating Claimant”** means any Opt-in Plaintiff, Participating Collective Member, or Participating Class Member who is entitled to receive a Settlement Payment under this Agreement.
- m. **“Participating Collective Member”** means any member of the Settlement Collective who submits a timely and valid Consent to Join and Claim Form and is entitled to receive a Settlement Collective payment, and also includes any Opt-in Plaintiff who otherwise falls within the definition of the Settlement Collective.
- n. **“Participating Class Member”** means any member of the Settlement Class who does not timely and validly opt out of the Settlement Class and is entitled to receive a Settlement Class payment. A Settlement Class Member who does not timely and validly opt out (i) shall be automatically deemed a Participating Class Member without any claim form, and (ii) shall, upon issuance of that member’s Settlement Payment check, release FLSA claims as well as Virginia state law wage claims, all as further described in the Release of Claims section of this Agreement.
- o. **“Plaintiff”** means Plaintiff Matthew Boyd.
- p. **“Plaintiff’s Counsel”** means the attorneys representing Plaintiff in the Action: Brown LLC.
- q. **“Plaintiff’s Counsel’s Fees”** means the fee amount to be paid to Plaintiff’s Counsel from the Gross Settlement Amount, as authorized by the Court and not to exceed one-third of the Gross Settlement Amount inclusive of Plaintiff’s Litigation Expenses. Plaintiff’s Litigation Expenses and Plaintiff’s Counsel’s Fees together must not exceed one third of the Gross Settlement Amount.
- r. **“Plaintiff’s Litigation Expenses”** means the litigation costs and expenses incurred by Plaintiff in connection with the Action, which shall be paid to Plaintiff’s Counsel from the Gross Settlement Amount, as authorized by the Court and not to exceed \$10,000.00. Plaintiff’s Litigation Expenses and Plaintiff’s Counsel’s Fees together must not exceed one third of the Gross Settlement Amount.
- s. **“Opt-in Plaintiff”** means any individual who filed with the Court a written consent to join in the Action prior to April 27, 2026, and who falls within the definition of the Settlement Collective.

- t. **“Released Parties”** means Defendant and its parent and subsidiary corporations, shareholders, affiliates, plans and trusts, including but not limited to Marmon Holdings, Inc., the past and present officers, directors, employees, attorneys and agents of Defendant and its parent and subsidiary corporations, shareholders, affiliates, plans and trusts, including but not limited to Marmon Holdings, Inc., and/or any of the other entities described herein, all persons and entities controlling, controlled by, under common control with, or owning an equity interest in Marmon Holdings, Inc., and the respective insurers, underwriters, heirs, successors and assigns of each of the persons described herein.
- u. **“Service Award”** means the payment that the Court authorizes to be paid to Plaintiff from the Gross Settlement Amount for his service in bringing and prosecuting this case and in consideration for the Release herein.
- v. **“Settlement Administrator”** refers to CPT Group, Inc.
- w. **“Settlement Class”** means all hourly-paid, non-exempt workers employed by Defendant in the Commonwealth of Virginia at any time from May 1, 2022 until the date the Court preliminarily approves settlement of this Action.
- x. **“Settlement Collective”** means all hourly-paid, non-exempt workers employed by Defendant in any place covered by the FLSA at any time from May 1, 2022 until the date the Court preliminarily approves settlement of this Action, excluding those in the Settlement Class.
- y. **“Settlement Expenses”** means all expenses associated with administering the settlement, including, but not limited to, the costs of the Settlement Administrator, the costs of mailing the Notice of Settlement, maintaining the settlement website, and the costs of disbursing the settlement proceeds, which shall be determined by the Settlement Administrator prior to the mailing of the Notice of Settlement.
- z. **“Settlement Payments”** means the amounts to be paid from the Net Settlement Amount to Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members.

III. Procedure

- a. **Court Approval.** Settlement of the Action is contingent upon final Court approval of the Agreement. The parties agree that Plaintiff will move the Court for preliminary and, ultimately, final approval of the settlement described herein. Defendant will not oppose Plaintiff’s motions seeking approval of this settlement and the terms herein, provided that they are afforded the opportunity to review and provide input into such motions at Defendant’s Counsel’s discretion before they are filed with the Court.

Defendant will not oppose a request for a Service Award for the Plaintiff in the amount of \$5,000 or less. Further, Defendant agrees not to oppose Plaintiff's Counsel request an award of Plaintiff's Counsel's Fees and Plaintiff's Litigation Expenses as long as the combined amount of Plaintiff's Counsel's Fees and Plaintiff's Litigation Expenses sought does not exceed one-third of the Gross Settlement Amount.

- b. **Certification of the Settlement Class and Settlement Collective.** Solely for the purposes of settlement, the parties will stipulate that Plaintiff is adequate to serve as class representative and Plaintiff's Counsel are adequate to serve as class counsel. Solely for purposes of settlement, the parties agree that Plaintiff shall request, as part of the motion for preliminary approval, that the Court certify the FLSA Settlement Collective and Rule 23 Settlement Class. The Agreement is contingent upon the approval of, and final certification by the Court of the Settlement Class for settlement purposes only. Defendant does not waive, and instead expressly reserves its rights to challenge the propriety of the certification of a class for any purpose as if this Agreement had not been entered into by the parties if the Court, for any reason, does not approve the settlement contained herein.
- c. **CAFA Notice.** Defendant shall be responsible for providing any notices required by the Class Action Fairness Act, 28 U.S.C. § 1715, within the time required by law. Defendant shall provide Plaintiff's Counsel with confirmation that such notices have been served.

IV. Settlement Payment and Allocation

- a. **Payment of Gross Settlement Amount.** In order to settle the Action, and as consideration for the release of claims contained herein, dismissal of the Action, and the other good and valuable consideration described herein, Defendant agrees to pay up to \$1,600,000.00, which is the Gross Settlement Amount. Defendant will not be required to pay any amount over the Gross Settlement Amount, except that, in addition to the Gross Settlement Amount, Defendant will pay the employer share of payroll taxes associated with Settlement Payments pursuant to this Agreement that are attributable to back wages.
- b. **Claims-Made Procedure.**
 - a. Settlement Collective: The Settlement Collective portion of the settlement is claims-made and opt-in. Any member of the Settlement Collective who is not Plaintiff or an Opt-in Plaintiff must submit a timely and valid Consent to Join and Claim Form, which also serves as an opt-in form for the FLSA collective action, to receive a Settlement Collective payment and to release FLSA claims. Opt-in Plaintiffs who otherwise fall within the definition of the Settlement Collective are not required to submit another Consent to Join and Claim Form to receive their Settlement Collective payments.

- b. **Settlement Class:** The Rule 23 Settlement Class portion of the settlement is not claims-made. A member of the Settlement Class need not submit a claim form to receive a Settlement Class payment; however, any member of the Settlement Class who timely and validly requests exclusion from the settlement will not receive a Settlement Class payment and will not be bound by the Rule 23 Settlement Class release. Settlement Class Members are not eligible to become Participating Collective Members or receive any Settlement Collective payment under this Agreement. However, each Participating Class Member's Settlement Class payment is deemed to release that member's FLSA claims as well as Virginia state law wage claims.
 - c. The sum of any Settlement Collective payments attributable to Settlement Collective Members who are not Opt-in Plaintiffs and do not submit timely and valid Consent to Join and Claim Forms, and the sum of any Settlement Class payments attributable to Settlement Class Members who timely and validly request exclusion, shall remain the sole and exclusive property of Defendant.
- c. **Calculation of Settlement Payments.** The parties have analyzed Defendant's payroll data to determine how settlement payments will be calculated. Defendant will provide the Settlement Administrator with the calculation of allegedly unpaid wages for each Member of the Settlement Class and Settlement Collective. Defendant will provide the Settlement Administrator with the name, address, and social security number for each Member, as well as an ID number to match with the data provided to Plaintiff. Individual Settlement Payments will be calculated by the Settlement Administrator as follows:
- a. **Settlement Class:** The Settlement Class comprises 42% of the Net Settlement Amount. Accordingly, the Settlement Administrator will calculate Individual Settlement Payments to Participating Class Members as follows:
 - i. Calculate an "Individual Numerator," which equals each Participating Class Member's allegedly unpaid wages, exclusive of any claims for liquidated damages or interest.
 - ii. Calculate a "Total Denominator," which equals the Individual Numerator of all Participating Class Members added together.
 - iii. Calculate each Participating Class Member's "Share Percentage," which equals the Individual Numerator divided by the Total Denominator.
 - iv. Multiply the Share Percentage by the 42% of the Net Settlement Amount to determine each Participating Class Member's Settlement Class payment.

b. **Settlement Collective:** The Settlement Collective comprises 58% of the Net Settlement Amount. Accordingly, the Settlement Administrator will calculate Individual Settlement Payments to Participating Collective Members as follows:

- i. Settlement Class Members are not eligible to participate in, or receive any payment from, the Settlement Collective under this Agreement, regardless of whether they would otherwise qualify as Settlement Collective Members.
- ii. Calculate an “Individual Numerator,” which equals each Settlement Collective Member’s allegedly unpaid wages exclusive of any claims for liquidated damages or interest.
- iii. Calculate a “Total Denominator,” which equals the Individual Numerator of all Settlement Collective Members added together.
- iv. Calculate each Settlement Collective Member’s “Share Percentage,” which equals the Individual Numerator divided by the Total Denominator.
- v. Multiply the Share Percentage by the 58% of the Net Settlement Amount to determine each Settlement Collective Member’s potential Settlement Collective payment. The Settlement Administrator shall issue Settlement Collective payments only to Opt-in Plaintiffs and Participating Collective Members. Potential Settlement Collective payments attributable to Settlement Collective Members who are not Opt-in Plaintiffs and do not submit timely and valid Consent to Join and Claim Forms shall remain the sole and exclusive property of Defendant.

The sum total of all Individual Settlement Payments after completion of these steps will not exceed the Net Settlement Amount.

The Settlement Administrator will calculate individual Settlement Payments to include on the claim form sent to each Member based on the Net Settlement Amount assuming the Court approves the requested Plaintiff’s Counsel’s Fees and Plaintiff’s Litigation Expenses and the requested Service Award. To the extent the Court does not grant these requests, the Settlement Administrator will recalculate the individual Settlement Payments prior to issuing checks to Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members.

- d. **Tax Allocation of Settlement Class Payments.** 33% of each Participating Settlement Class Member’s settlement payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax

withholding and will be reported on an IRS W-2 Form. The 67% of each Participating Settlement Class Member's settlement payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their settlement payment.

- e. **Tax Allocation of Settlement Collective Payments.** 50% of each Participating Settlement Collective Member's settlement payment will be allocated to settlement of wage claims. The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 50% of each Participating Settlement Collective Member's settlement payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Settlement Collective Members assume full responsibility and liability for any employee taxes owed on their settlement payment.
- f. **Time to deposit checks.** All Settlement Payment checks shall remain valid and negotiable for 45 days from the date contained on the Settlement Payment checks sent to the Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Payment will be deemed void and of no further force and effect. All funds from checks not cashed will revert to the Qualified Settlement Fund. The Settlement Administrator will include with each mailed check a letter stating that the check must be cashed or deposited within 45 days or it will be cancelled and deemed void and of no further effect.
- g. **Reversion.** If at the conclusion of the 45-day check void period set forth in Paragraph IV.f there are any monies remaining in the Qualified Settlement Fund, those remaining monies together with any accrued interest and any over-payment of estimated payroll taxes shall be paid by the Settlement Administrator to Defendant within fifteen (15) business days following that check void period.
- h. **No Claim Based Upon Distributions or Payments in Accordance with this Agreement.** No person shall have any claim against Defendant, the other Released Parties, Members, Plaintiff's Counsel, Defendant's Counsel, or the Settlement Administrator based on distributions or payments made in accordance with this Agreement.

V. Other Payments

- a. **Plaintiff's Service Award.** Plaintiff shall receive \$5,000.00 for his efforts in bringing and prosecuting the Action and in consideration for the release set forth herein. Plaintiff will be issued an IRS Form 1099 for this payment. Plaintiff shall be solely and legally responsible for all taxes on this Service Award.

- b. **Plaintiff's Counsel's Fees.** Plaintiff's Counsel will seek approval from the Court of an award of Plaintiff's Counsel's Fees and an award of Plaintiff's Litigation Expenses in the combined amount of no more than one third of the Gross Settlement Amount. Such application shall be filed in connection with the Motion for Final Approval. Defendant will not oppose any such application for fees, provided that Plaintiff's Counsel does not seek to recover combined Plaintiff's Counsel's Fees and Plaintiff's Litigation Expenses fees in excess of one-third of the Gross Settlement Amount. The Parties agree that Plaintiff's Counsel's Fees compensate Plaintiff's Counsel for all of the work performed in the Action as of the Effective Date of this Agreement, as well as all of the remaining work to be performed, including but not limited to documenting the settlement, securing approval of the settlement, facilitating fair and proper settlement administration, and obtaining final dismissal of the settled claims, and shall constitute full satisfaction of any and all obligations by Defendant to pay any person, attorney, or law firm for attorneys' fees, expenses, or costs incurred on behalf all members of the Settlement Class and Settlement Collective. Upon payment of Plaintiff's Counsel's Fees and Plaintiff's Litigation Expenses, Plaintiff, Plaintiff's Counsel, Participating Claimants, and Members shall release Defendant from any and all claims for attorneys' fees, expenses, and costs relating to this Action.
- c. **Payment of the Settlement Administrator.** The charges and costs incurred by the Settlement Administrator in performing its duties under this Agreement will be paid solely from the Gross Settlement Amount and will not exceed \$20,000.00. The Settlement Administrator shall determine the final amount of such charges and costs prior to mailing the Notice of Settlement. The Settlement Administrator will regularly report to the parties, in written form, the substance of the work performed, including all amounts paid under this Agreement.

VI. Settlement Administration

- a. **Administrator.** The parties agree that CPT Group, Inc. ("CPT"), a neutral third party, shall serve as the Settlement Administrator for this settlement, if approved by the Court. As part of the Motion for Preliminary Approval, Plaintiff shall request that the Court approve CPT to serve in this capacity and order CPT to perform the specific tasks assigned to the Settlement Administrator in this Agreement or by order of the Court, and only those tasks, unless otherwise agreed to by the Parties. This shall include the issuance of the agreed Notice of Settlement, substantially in the form attached hereto as Exhibits 1-3, to all members of the Settlement Class and Settlement Collective defined herein after entry of the order granting preliminary approval of the settlement outlined in this Agreement.
- b. **Administrator's Duties.** The Settlement Administrator's duties will include: mailing the Notice of Settlement packets to Members; receiving and tracking Consent to Join and Claim Forms submitted by Settlement Collective Members; receiving and tracking requests for exclusion submitted by Settlement Class Members; calculating any taxes owed for the Plaintiff's, Opt-in Plaintiffs',

Participating Collective Members', and Participating Class Members' Settlement Payments; performing all necessary tax withholding and reporting obligations required under this Agreement; preparing, printing, and mailing the settlement checks to the Plaintiff, Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members; setting up a website for Settlement Class and Settlement Collective Members to access; responding to all inquiries from Settlement Class and Settlement Collective Members regarding the settlement administration; collecting, tracking, and determining the timeliness of submitted forms and requests for exclusion; providing the Parties with weekly status reports about the delivery and deposit of the Settlement Payments; and otherwise administering the settlement pursuant to this Agreement. The Settlement Administrator will have the authority to issue payments subject to the limitations and calculations set forth in this Settlement Agreement. The Settlement Administrator's fees and costs, including the cost of printing and mailing the Settlement Payments, will be paid out of the Gross Settlement Amount. The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employer's and employees' share of the withholdings to the appropriate state and federal tax authorities.

- c. **Contacting Members.** Within 14 days after the date the Court enters an Order Granting Preliminary Approval of this Agreement, Plaintiff will provide the Settlement Administrator with the names and last-known mailing address for Plaintiff and all Opt-in Plaintiffs. Within that same time period, Defendant will provide the Settlement Administrator with the Social Security number and Production ID for Plaintiff and Opt-in Plaintiffs, as well as the name, last-known mailing address, Production ID, and Social Security number for all other Members of the Settlement Class and Settlement Collective from Defendant's records. This information will remain confidential and will not be disclosed to anyone other than the Settlement Administrator, or as described in this Agreement, with the exception of applicable taxing authorities or pursuant to express written authorization by the party providing the information or by court order. To ensure that the Settlement Administrator has the most accurate addresses possible, the Settlement Administrator shall update all addresses the parties provide for the members of the Settlement Class and Settlement Collective using the national change of address database and, after mailing the Notice of Settlement, by performing a "skiptrace" for any notice that is returned undeliverable. Any fees or costs incurred by the Settlement Administrator in updating addresses are Settlement Expenses and are included in the Gross Settlement Amount.
- d. **Notice.** Within 30 days after the Court enters an order granting preliminary approval, the Settlement Administrator will send the Class Notice of Settlement to members of the Settlement Class and the Collective Notice to members of the Settlement Collective, each by First Class U.S. Mail. Along with the Court-approved Notice of Settlement, the Settlement Administrator shall mail the Consent

to Join and Claim Form that members of the Settlement Collective are required to complete in order to receive Settlement Payments, and a postage pre-paid return envelope. The mailed Notice of Settlement shall also direct Members to the settlement website, where Members may access the Notice of Settlement, Consent to Join and Claim Form, important deadlines, Court-approved settlement documents, and other settlement-related information, and where Members may submit Consent to Join and Claim Forms electronically. If any notice is returned undeliverable, the Settlement Administrator shall undertake reasonable efforts such as performing a skiptrace to search for the correct address within 5 days and shall re-mail the Notice of Settlement to any newly found addresses within 5 days of finding the new address(es).

- e. **Participation Deadline.** Settlement Collective Members who are not already Opt-in Plaintiffs shall have 45 days following the mailing of notice to submit completed Consent to Join and Claim Forms to the Settlement Administrator in order to timely participate and become Participating Members. Consent to Join and Claim Forms may be submitted by First Class U.S. Mail, email, fax, or electronic submission through the settlement website. A Consent to Join and Claim Form shall be deemed timely if it is postmarked, emailed, faxed, or electronically submitted through the settlement website on or before the Participation Deadline. Settlement Class Members' deadline to request exclusion from the Settlement Class is governed by the Opt Out provisions set forth in Paragraph VI.f below.
- f. **Opt Out.** Members of the Settlement Class, other than Plaintiff, who wish to opt out of the settlement must submit a written statement asserting that they wish to be excluded from the settlement. Such written statements should state at the top of the letter: "Request for Exclusion from Settlement." All written requests for exclusion must be returned by First-Class U.S. Mail to the Settlement Administrator and must be postmarked no later than 45 days from the postmark of the Notice of Settlement sent to members of the Settlement Class. Any member of the Settlement Class who requests exclusion from the settlement will not be eligible to receive a Settlement Class payment, will not be bound by the Rule 23 Settlement Class release, and cannot object to the settlement. Additionally, any member of the Settlement Class who requests exclusion from the settlement will not be eligible to opt into the Settlement Collective and receive a Settlement Collective payment. In the event that any Members of the Settlement Class timely and properly submit a written request for exclusion and also timely submit an objection to the Settlement, the Settlement Administrator shall contact such Members, inform them that they cannot both request exclusion from and object to the Settlement, and shall ask such Members which option they wish to pursue. Any member of the Settlement Class who requests exclusion from the settlement will not be legally bound by the Rule 23 Settlement Class terms of the Agreement or the final order approving the settlement. In contrast, any member of the Settlement Class who does not return a valid and timely written request for exclusion will be bound by the Rule 23 Settlement Class terms of the Agreement and the final order approving the settlement, regardless of whether they have objected to the settlement.

- g. **Final Report.** The Settlement Administrator shall provide counsel for the Parties with a final report of all proposed Settlement Payments to be paid to Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members, no later than 5 days following the completion of the Notice Deadline.

VII. Issuance of Payment

- a. **Funding of Gross Settlement Amount.** No later than 14 days after the Effective Date, the Settlement Administrator shall establish a Qualified Settlement Fund, which will be maintained by the Settlement Administrator. No later than 30 days after the Effective Date, Defendant shall deposit into the Qualified Settlement Fund the necessary portion of the Gross Settlement Amount required to satisfy the approved attorneys' fees and costs, the Service Award, Settlement Class payments to Participating Class Members, and Settlement Collective payments to Opt-in Plaintiffs and Participating Collective Members.
- b. **Issuance of Settlement Payments to Participating Claimants.** The Settlement Administrator shall mail Settlement Payments to Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members within 30 days after receipt of the Gross Settlement Amount. The Settlement Administrator shall then provide a written certification of such payments to counsel for the Parties within 5 days of mailing all Settlement Payments to Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members.
- c. **Issuance of Payment of Plaintiff's Counsel's Fees and Plaintiff's Litigation Expenses.** Plaintiff's Counsel's Fees and Plaintiff's Litigation Expenses, as authorized by the Court, will be paid by the Settlement Administrator from the Gross Settlement Amount within 30 days after receipt of the Gross Settlement Amount, or within 30 days of a court order in this Action awarding Plaintiff's Counsel's Fees and Plaintiff's Litigation Expenses to Plaintiff's Counsel, whichever is later. The Settlement Administrator will issue an IRS Form 1099 for the payments.
- d. **Issuance of Service Award payment.** The Settlement Administrator will pay the Service Award, if authorized by the Court, from the Gross Settlement Amount within 30 days after receipt of the Gross Settlement Amount, or within 30 days of a court order in this Action authorizing the Service Award, whichever is later. The Settlement Administrator will issue Plaintiff an IRS Form 1099 that accounts for the payment of the Service Award.

VIII. Confidentiality

- a. **Before Preliminary Approval.** Plaintiff and Plaintiff's Counsel will keep the negotiations regarding this Agreement, the Gross Settlement Amount, individual settlement shares, and the fact of the settlement itself (collectively, "**Confidential**

Settlement Issues”) confidential and they hereafter will not disclose Confidential Settlement Issues to any person. Notwithstanding the foregoing, Plaintiff and Plaintiff’s Counsel may disclose Confidential Settlement Issues to their attorneys, accountants, and immediate families; the Court and in public Court filings as necessary to seek Court approval of this Settlement; and otherwise as required by court or governmental order, subpoena, or as otherwise required by law. If required by court or governmental order, subpoena, or otherwise as required by law to disclose Confidential Settlement Issues, Plaintiff and Plaintiff’s Counsel will notify Defendant’s Counsel prior to making any such disclosure and permit Defendant a reasonable time to object to such disclosure. Plaintiff and Plaintiff’s Counsel shall make no public statement or press release concerning Confidential Settlement Issues other than as necessary to seek approval of, or carry out the terms of, this Settlement.

- b. **Public Statements.** Plaintiff’s Counsel shall make no reference to the settlement on their website or marketing materials, other than a generic reference that does not identify or allow identification of Defendant as the defendant. If Plaintiff or Plaintiff’s Counsel violates this paragraph, Defendant shall be entitled to any and all remedies available in law or in equity. No party shall issue a press release or otherwise seek press coverage of the Agreement. If asked for comment on the Agreement, parties and their counsel shall state only that this Agreement has been resolved satisfactorily by agreement of the parties. The parties agree that, other than as provided for in this Agreement, or as required by law, Plaintiff, Opt-in Plaintiffs, Authorized Claimants, Plaintiff’s Counsel, Defendant, and Defendant’s Counsel will not disclose the amount paid to any Member, or the Gross Settlement Amount or any subpart thereof, under this Agreement to any third parties, except to immediate family, attorneys, tax counselors, auditors, or other similarly-situated third parties with whom such information would be shared in the ordinary course of business.
- c. **Non-Solicitation.** The Parties, their respective counsel, and their employees will not solicit any settlement Class Member or Settlement Collective Member for the purpose of encouraging that person to opt into, participate in, opt out of, object to, decline to participate in, or otherwise oppose the Settlement. Nothing in this paragraph shall restrict counsel from communicating with persons they already represent, responding to unsolicited inquiries, fulfilling their ethical obligations to any client or prospective client, or participating in Court-approved settlement administration.
- d. **Confidential Information.** Plaintiff and Plaintiff’s Counsel agree by virtue of resolving this Action, they have had access to non-public information and materials concerning the business affairs of Defendant, its affiliates, its employees, or other third parties (“**Confidential Information**”). Except as required by law or other compulsory disclosure process, Plaintiff and Plaintiff’s Counsel will hold all Confidential Information in strict confidence and will not give, disclose, copy, reproduce, sell, assign, license, market, or transfer Confidential Information to any

person, corporation or entity, nor allow anyone to do so on their behalf. Pursuant to the Defend Trade Secrets Act an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, Plaintiff and Plaintiff's Counsel understand that in the event that disclosure of Confidential Information was not done pursuant to the foregoing, they will be subject to substantial damages, including punitive damages and attorney's fees.

- e. **Return of Confidential Information.** Plaintiff and Plaintiff's Counsel agree to return to Defendant or destroy all Confidential Information produced by Defendant during the course of the Action, including data in preparation for mediation, within 30 days of the Effective Date. This includes all copies of such Confidential Information, whether in hardcopy or electronic format. However, Plaintiff's Counsel may retain a copy of all pleadings filed in this matter, including any exhibits thereto. Plaintiff's Counsel will notify Defendant in writing once Confidential Information has been destroyed.

IX. Objections to Settlement

- a. Members who wish to object to the settlement at the Fairness Hearing, including objections to the payment of Plaintiff's Counsel's Fees and Plaintiff's Litigation Expenses, must first do so in writing. To be considered, such statement must be filed with the Court and served on counsel for the Parties, not later than 45 days after the Settlement Administrator mails the Settlement Forms. The statement must include all reasons for the objection. Any reasons not included in the statement will not be considered. The statement must also include the name, job title, address, and telephone numbers for the Member making the objection. A Member's failure to specify his or her objections in writing in conformity with the specified time and procedures shall be deemed to have waived all objections.
- b. A Member who wishes to appear at the Fairness Hearing must state their intention to do so in writing as part of the statement. Failure to so specify will be deemed a waiver of the right to appear. A Member may withdraw their objections at any time. No Member may appear at the Fairness Hearing to present an objection unless they have filed a timely objection that complies with the procedures provided in this section. No Member may present an objection at the Fairness Hearing based on a reason not stated in their written objections. A Member who has followed the procedure specified in the Notice approved by the Court to validly opt out of the settlement may not submit objections.

- c. The Parties may file with the Court written responses to any filed objections no later than 14 days before the Fairness Hearing or by such other deadline as set by the Court.

X. Release of Claims

- a. **FLSA Collective Release.** As of the Effective Date, Plaintiff, each Opt-in Plaintiff, and each Settlement Collective Member who submits a timely and valid Consent to Join and Claim Form, on behalf of themselves and their respective heirs, executors, administrators, successors, and assigns, shall forever settle, compromise, release, and discharge the Released Parties from any and all claims arising under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., that were asserted in the Action or could have been asserted in the Action based on the factual allegations in the Action, including claims relating to compensation for off-the-clock work, rounding, compensation for pre- and post-shift work, recording and reporting hours worked, preserving records of hours worked, improper timekeeping, payment of overtime compensation, alleged overtime violations, including bonus amounts in calculating the regular rate of pay for purposes of determining overtime, and any interest, penalties, liquidated damages, attorneys' fees, and costs related to such claims, arising on or before the date the Court preliminarily approves the settlement, except to the extent that any such claim may not be waived as a matter of law.
- b. **Rule 23 Settlement Class Release.** As of the Effective Date, each Settlement Class Member who does not timely and validly request exclusion from the Settlement Class, on behalf of themselves and their respective heirs, executors, administrators, successors, and assigns, shall forever settle, compromise, release, and discharge the Released Parties from any and all claims, including claims arising under the Fair Labor Standards Act, that were asserted in the Action or could have been asserted in the Action based on the factual allegations in the Action, including claims under the law of the Commonwealth of Virginia, including but not limited to the Virginia Overtime Wage Act and the Virginia Wage Payment Act, and any other state-law wage-related or recordkeeping-related claims relating to compensation for off-the-clock work, rounding, compensation for pre- and post-shift work, recording and reporting hours worked, preserving records of hours worked, improper timekeeping, payment of wages, payment of overtime compensation, alleged overtime violations, including bonus amounts in calculating the regular rate of pay for purposes of determining overtime, and any interest, penalties, liquidated damages, attorneys' fees, and costs related to such claims, arising on or before the date the Court preliminarily approves the settlement, except to the extent that any such claim may not be waived as a matter of law. Consistent with the definition of "Participating Class Member" in Section II of this Agreement, a Participating Class Member's release of claims arising under the Fair Labor Standards Act pursuant to this Paragraph shall become effective upon issuance of that Participating Class Member's Settlement Payment check.

- c. **Plaintiff Additional Release.** In addition to the releases above, Plaintiff will release all known and unknown claims of any type against the Defendant, except to the extent that any such claim may not be waived as a matter of law. This Plaintiff Additional Release has no application to any claim of any type arising on or after the Effective Date of this Agreement.
- d. **Service Award Release.** Upon Final Approval, Plaintiff releases and discharges the Released Parties from all claims asserted, or claims, rights, demands, liabilities, and causes of action that have been or could have been asserted under all federal, state, or local laws (“**Service Award Released Claims**”). The Service Award Released Claims include all matters in any way arising out of, relating to, or resulting from (a) the Service Award recipient’s employment with any of the Released Parties or the termination thereof; (b) all facts, statements, or conduct made or occurring prior to the Effective Date of this Agreement; (c) all employment or business customs, practices, plans and policies of the Released Parties; and (d) all conduct and decisions of the Released Parties which in any way affected Employee, or discussions leading up to and/or culminating in this Agreement. This is a general release of all claims which includes, but is not limited to, a release of rights Service Award recipients may have to sue (i) for age discrimination under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621; (ii) for discrimination or other violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e et seq., the Civil Rights Act of 1866, as amended, 42 U.S.C. §1981, Executive Order 11246, 42 U.S.C. §1983, the Americans with Disabilities Act, 42 U.S.C. §§12101, et seq., the Genetic Information Nondiscrimination Act, the Pregnancy Discrimination Act, §§12101, et seq., and all state, federal, and local laws and regulations dealing with employment, leaves of absence, discrimination in employment, workers’ compensation retaliation, wrongful discharge and retaliation for exercising any right or participating or engaging in any activity; (iii) under the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act (COBRA), and all other federal or state laws dealing with payment of compensation, health insurance benefits and continuation thereof, vacation, paid time off, sick pay or relocation pay; (iv) for all federal, state and common law claims for breach of contract, retaliation, defamation, slander, libel, interference with contract, intentional and negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, and all other tortious or negligent conduct; and (v) for reinstatement, back pay, attorneys’ fees, costs, front pay, any form of equitable or declaratory relief, liquidated damage, emotional distress, personal injury, punitive damage, costs, pain and suffering, medical expenses, damage to reputation, damages for personal, emotional or economic injury, or damage of any other kind; and (vi) any and all claims that can be legally released or waived for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive compensation, paid time off and severance.

XI. Other Settlement Terms

- a. **Nullification.** In the event the settlement set forth in this Agreement is not approved by the Court or the Settlement Agreement does not become final for any other reason (i.e., the Effective Date does not occur), this Agreement shall be null and void and the Parties shall be returned to their respective statuses as of the date immediately prior to the execution of this Agreement. If this occurs, the Parties shall make reasonable efforts to cure the alleged deficiencies in this Agreement identified by the Court and submit a revised Agreement to the Court for approval. However, the failure by the Court or an appellate court to award or sustain the full amount of any Service Award or Plaintiff's Counsel's Fees and expenses will not constitute a failure to approve the settlement or a material modification of the settlement.
- b. **Inadmissibility of Agreement.** Except for purposes of settling the Action or enforcing the terms of this Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding, or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.
- c. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by Fed. R. Civ. P. 6(a)(6)), such time period shall be continued to the following business day.
- d. **Tax Indemnification.** Plaintiff, Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members agree that Defendant has not made any representation regarding taxability of any payments made pursuant to this Settlement Agreement. Plaintiff, Opt-in Plaintiffs, Participating Collective Members, and Participating Class Members further agree and warrant that they are and remain solely responsible to pay any taxes found to be owed from payments made to them pursuant to this Agreement and to indemnify and hold the Released Parties harmless from any claims, assessments, demands, penalties and interest found to be owed as a result of any payment made to them pursuant to this Agreement.
- e. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest.
- f. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties, and no oral or written representations, warranties or inducements have been

made to any party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement.

- g. **Authorization to Enter Into Agreement.** Counsel for all Parties 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 shall cooperate with each other and use their best efforts to effect the implementation of the Agreement.
- h. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Plaintiff, Defendant and Released Parties, the Opt-in Plaintiffs, Participating Collective Members, Participating Class Members, and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize.
- i. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, including by facsimile, email, and/or electronic signature. All executed counterparts and each of them shall be deemed to be one and the same instrument. All exhibits attached to the Agreement, and referenced herein, are incorporated into the Agreement by such references and are a material part of this Agreement. Any notice or other exhibit that requires approval of the Court must be approved without material alteration from its current form for this Agreement to become effective.
- j. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina.
- k. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arms' length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.
- l. **Non-Publicity.** Except as necessary to seek approval of, administer, enforce, or carry out the terms of this Settlement, including through Court filings, Court-approved notice, communications with Members, the settlement website, and

communications with the Settlement Administrator, the Parties agree not to publicize or publish the fact or terms of this settlement via television, radio, newspaper, internet, social media, blog, website, magazine, journal, report, pamphlet, book, news/press release, billboard, public posting, or any other public and/or media outlet.

- m. **Denial of Liability.** Defendant denies that it has failed to comply with the law in any respect, or has any liability under the claims asserted in the Action. The Parties acknowledge that this Agreement is entered into for the purpose of compromising disputed claims and that nothing herein is an admission of liability, wrongdoing, or the propriety of collective or class treatment by Defendant. Neither the Agreement nor any document prepared in connection with the settlement may be admitted in any proceeding as an admission by Defendant or any other Released Party. Notwithstanding this paragraph, any and all provisions of this Agreement may be admitted in evidence and used in any proceeding to enforce the terms of this Agreement or in defense of any claims released or barred by this Agreement.
- n. **Cooperation.** The Parties shall cooperate with each other to achieve the purpose of this Agreement, and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.
- o. **Dismissal.** Upon entry of a final order approving this settlement, Plaintiff agrees to execute all documents necessary to dismiss with prejudice any and all claims raised against Defendant in the Action no later than 14 days following such final order.
- p. **Reasonableness.** The Parties believe that this is a fair, reasonable, and adequate settlement and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement as follows:

PLAINTIFF: Matthew Boyd Date: 08/07/2026
Matthew Boyd

PLAINTIFF'S Eric Sands Date: 08/07/2026
COUNSEL: By: Brown, LLC

DEFENDANT FONTAINE
MODIFICATION COMPANY: _____ Date: _____

communications with the Settlement Administrator, the Parties agree not to publicize or publish the fact or terms of this settlement via television, radio, newspaper, internet, social media, blog, website, magazine, journal, report, pamphlet, book, news/press release, billboard, public posting, or any other public and/or media outlet.

- m. **Denial of Liability.** Defendant denies that it has failed to comply with the law in any respect, or has any liability under the claims asserted in the Action. The Parties acknowledge that this Agreement is entered into for the purpose of compromising disputed claims and that nothing herein is an admission of liability, wrongdoing, or the propriety of collective or class treatment by Defendant. Neither the Agreement nor any document prepared in connection with the settlement may be admitted in any proceeding as an admission by Defendant or any other Released Party. Notwithstanding this paragraph, any and all provisions of this Agreement may be admitted in evidence and used in any proceeding to enforce the terms of this Agreement or in defense of any claims released or barred by this Agreement.
- n. **Cooperation.** The Parties shall cooperate with each other to achieve the purpose of this Agreement, and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.
- o. **Dismissal.** Upon entry of a final order approving this settlement, Plaintiff agrees to execute all documents necessary to dismiss with prejudice any and all claims raised against Defendant in the Action no later than 14 days following such final order.
- p. **Reasonableness.** The Parties believe that this is a fair, reasonable, and adequate settlement and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement as follows:

PLAINTIFF: _____ Date: _____
Matthew Boyd

PLAINTIFF'S
COUNSEL: _____ Date: _____
By: Brown, LLC

DEFENDANT FONTAINE
MODIFICATION COMPANY: Jamil Young Date: 8/7/2026

By: Jamil Young

Its: President

DEFENDANT'S
COUNSEL:

Becky Christensen
By: Thompson Coburn LLP

Date: 8/7/2026

EXHIBIT 1

NOTICE OF A COLLECTIVE ACTION SETTLEMENT

Boyd v. Fontaine Modification Company,
U.S. District Court, Western District of North Carolina, Charlotte Division,
Case No. 3:25-cv-00293-MOC-DCK

IF YOU WERE AN HOURLY-PAID, NON-EXEMPT WORKER EMPLOYED BY FONTAINE MODIFICATION COMPANY AT ANY TIME FROM MAY 1, 2022 UNTIL [PRELIMINARY APPROVAL DATE], PLEASE READ THIS NOTICE ABOUT YOUR RIGHTS.

A court authorized this notice. This is not a solicitation from a lawyer. A former hourly-paid, non-exempt worker has alleged Fontaine Modification Company did not properly pay employees for all time worked and failed to include all remuneration in the regular rate of pay for overtime calculations. Fontaine denies any wrongdoing and the court has not yet addressed whether Fontaine did anything wrong. The parties have proposed a settlement of this case, and the court has authorized notice of that proposed settlement to people who may be eligible to participate in it.

Your legal rights are affected whether you act or not. These options are explained below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
TIMELY COMPLETE AND SUBMIT A CONSENT TO JOIN AND CLAIM FORM	If you complete and return the enclosed Consent to Join and Claim Form by [PARTICIPATION DEADLINE] , you will receive a settlement check as described in this Notice. You will also release your FLSA claims as explained below.
DO NOTHING	If you do not submit the form, you will not receive a Settlement Collective payment and will not release FLSA claims. The settlement sum allocated to you will remain with Fontaine.

IF YOU ARE A SETTLEMENT COLLECTIVE MEMBER AND WISH TO RECEIVE A SETTLEMENT COLLECTIVE PAYMENT, YOU MUST RETURN THE ENCLOSED CONSENT TO JOIN AND CLAIM FORM BY [PARTICIPATION DEADLINE].

1. What is the lawsuit About?

You have received this notice because records indicate that you were an hourly-paid, non-exempt worker employed by Fontaine Modification Company at some time between May 1, 2022 and **[PRELIMINARY APPROVAL DATE]**. Plaintiff Matthew Boyd has sued Fontaine Modification Company, claiming that it failed to pay employees for all time worked and failed to include all remuneration in the regular rate of pay for overtime calculations, in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), the Virginia Overtime Wage Act, and the Virginia Wage Payment Act.

EXHIBIT 1

You have a right to know about a proposed settlement of a class and collective action lawsuit, and your options, before the Court decides whether to finally approve the settlement. If the Court finally approves it and after any appeals are resolved, an administrator appointed by the Court will make the payments described here.

The Court in charge of the case is the United States District Court for the Western District of North Carolina, Charlotte Division, and the case is known as *Boyd v. Fontaine Modification Company*, Case No. 3:25-cv-00293-MOC-DCK. The person who sued is called the Plaintiff, and the company he sued is called the Defendant.

Litigation is risky, and neither side can predict the outcome with certainty. As a result, Plaintiff and his counsel concluded, after careful consideration, that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the opt-in plaintiffs and class members. This settlement avoids the costs and inconvenience associated with each phase of litigation (such as class certification, discovery, dispositive motions, and trial) while providing cash benefits to opt-in plaintiffs and class members.

Fontaine Modification Company denies it has engaged in any wrongdoing and has not admitted to any of the claims in the lawsuit. Fontaine has chosen to settle this matter and make payments to current and former employees instead of incurring the disruption to its business and further expense of litigation. Fontaine denies all wrongdoing and contends that, in compliance with all laws, all employees were paid all wages due.

2. Am I Part of the Settlement?

You are a member of the Settlement Collective if you were an hourly-paid, non-exempt worker employed by Fontaine Modification Company in any place covered by the FLSA at any time from May 1, 2022 until **[PRELIMINARY APPROVAL DATE]**, unless you worked for Fontaine Modification Company within the Commonwealth of Virginia. Settlement Collective Members who are not Plaintiff or existing Opt-in Plaintiffs **must submit a timely, valid Consent to Join and Claim Form to receive a Settlement Collective payment and release FLSA claims**. Opt-in Plaintiffs (individuals who previously filed a written consent to join this action with the Court before April 27, 2026) need not submit another form.

3. What are the terms of the settlement?

Fontaine has agreed to pay up to \$1,600,000.00 to settle this case. The Net Settlement Amount consists of the amount remaining after payments for: combined attorneys' fees and litigation expenses awarded by the court (up to \$533,333.33), the settlement administrator's costs (up to \$20,000), and a service award to Plaintiff Matthew Boyd (\$5,000).

EXHIBIT 1

Each settlement member will be allocated a pro rata share of the Net Settlement Amount based on the amount of their potential damages and additional penalties available under applicable laws based on Fontaine's records.

Based on this formula, your estimated payment, before taxes, will be \$ [REDACTED]. The settlement check will include payment for this amount, less any applicable withholdings and deductions.

4. What are the tax consequences of a payment?

Settlement Payments will be subject to applicable tax withholding. Fifty percent (50%) of the settlement payment you receive will be wage income subject to applicable withholdings and deductions and W-2 reporting. Withholdings and deductions will have already been taken out of your settlement check. The remaining fifty percent (50%) of the settlement payment is in settlement of claims for penalties, including liquidated damages, and shall be reported on IRS Form 1099, which will be provided to you. If you have questions about the tax consequences of the payment to you, you should consult with an accountant or other tax advisor. Counsel cannot provide you with tax advice.

By cashing or depositing your settlement check, you agree that Fontaine has not made any representations regarding the taxability of any payments made pursuant to the settlement. You agree and warrant that you are, and remain, solely responsible for the timely payment of all taxes owed, if any, which have been due, or which may become due to any governmental authority from receipt of any funds received from Fontaine under the settlement.

Defendant makes no representation regarding the taxability of settlement payments. Each Participating Claimant is solely responsible for any taxes owed on their payment and must indemnify the Released Parties for any tax claims, assessments, penalties, or interest. You should consult your own tax advisor regarding the tax treatment of these payments.

5. Do I have a lawyer in the case?

Opt-in Plaintiffs and Settlement Collective Members who submit a Consent to Join and Claim Form are represented in this case by:

Eric Sands
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
F: (855) 582-5297
eric.sands@jtblawgroup.com

EXHIBIT 1

The Court decided that this law firm is qualified to represent the Settlement Collective Members in this case. These lawyers are called “Class Counsel” or “Plaintiff’s Counsel.” You can contact Class Counsel if you have questions about this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

6. How will the lawyers be paid?

Plaintiff’s Counsel will ask the Court to approve payment of up to one-third of the Gross Settlement Amount (approximately \$533,333.33), to compensate them for their services and litigation expenses in this matter. At a later date, the Court will decide whether Class Counsel’s request is reasonable. If the Court does not approve the full amount of the fee request, then any unawarded funds will be added to the Net Settlement Amount available for distribution to Participating Claimants.

7. How can I get paid?

If you are a Settlement Collective Member and are not already Plaintiff or an Opt-in Plaintiff, you must timely complete, sign, and return the enclosed Consent to Join and Claim Form to the Settlement Administrator. You may submit the form by First-Class U.S. Mail (in the postage-prepaid return envelope included with this notice), by email, by fax, or electronically via the settlement website at [WEBSITE URL].

To be considered timely, any completed Consent to Join and Claim Form must be postmarked, emailed, faxed, or electronically submitted no later than [PARTICIPATION DEADLINE] (45 days from the date the Notice of Settlement is mailed).

If you lose, misplace, or need another copy of the form, additional copies can be downloaded at the settlement website [WEBSITE URL]. Alternatively, you can contact the Settlement Administrator by telephone at [PHONE], by fax at [FAX], or by email at [EMAIL] to request a new copy.

8. When would I receive my payment?

If you are eligible to participate in the settlement and timely provide the Consent to Join and Claim Form, you will be sent a settlement check within 30 days after the Court’s final order approving the settlement following the Fairness Hearing (or within 30 days of a court order authorizing issuance resolution of any appeals of that order, whichever is later). Before the settlement is effective, however, the Court must hold a hearing to consider the fairness of the settlement and grant final approval, and any appeals of the Court’s order granting final approval must be resolved. Please be patient.

EXHIBIT 1

Please watch your mail for a check and cash it when you get it. **You will have 45 days from issuance of the check to cash it. The check will be void after 45 days.** Any amounts from voided, uncashed checks (plus interest and tax overpayments) will be returned to Defendant within 15 business days after the 45-day period.

9. How do I object to the settlement?

You can ask the court to deny approval of the settlement by filing an objection with the court. You cannot ask the court to order a *different* settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

To object, you must file a written objection with the Court and serve copies on counsel for the Parties, no later than **[OBJECTION DEADLINE]** (45 days after the Settlement Administrator mails the Notice of Settlement). Your objection must include: (i) your full name, job title, address, and telephone number; and (ii) all specific reasons for your objection (note that unstated reasons are waived). You may also object to Plaintiff's Counsel's Fees and/or Expenses.

You must mail copies of the objection to the Court and counsel for the Parties (addresses below):

THE COURT	CLASS COUNSEL	COUNSEL FOR DEFENDANT
Clerk of Court U.S. District Court for the Western District of North Carolina 401 West Trade Street Room 1200 Charlotte, NC 28202	Brown LLC Eric Sands BROWN, LLC 111 Town Square Place Suite 400 Jersey City, NJ 07310	Becky M. Christensen Thompson Coburn LLP 505 N 7th St St. Louis, MO 63101

If you file a timely written objection, you may (but are not required to) appear at the Fairness Hearing. If you wish to appear and speak at the Fairness Hearing, you must state that intention in writing in your objection; failure to do so waives the right to appear. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

10. What happens if the court rejects my objection?

The court will consider any objections that are timely filed. This does not mean, however, that the court will necessarily take action based on any objection. If the court rejects your objection, you will still be bound by the terms of the settlement and the release of claims.

11. When and where will the court decide whether to approve the settlement?

The court preliminarily approved this settlement on [PRELIMINARY APPROVAL DATE]. The court will hold a final hearing on this settlement on [DATE AND TIME]. This hearing will take place in Courtroom [COURTROOM NUMBER] of the U.S. District Court for the Western District of North Carolina, Charlotte Division, [ADDRESS], presiding judge the Honorable Max O. Cogburn Jr. After the hearing, the Court will decide whether to approve the settlement. We do not know how long the decision will take.

12. Do I have to come to the hearing?

No. Attendance is not required to participate in the settlement.

13. May I speak at the hearing?

You may ask the court for permission to speak at the final hearing. To do so, you must include a statement of your intention to appear in your written objection, filed no later than [OBJECTION DEADLINE]. Your notice of intention to appear must be filed with the court and served on Class Counsel and Counsel for Defendant at the addresses listed in Section 9 above.

14. What happens if I do nothing?

If you are a Settlement Collective Member (and not Plaintiff or an Opt-in Plaintiff) and you do not submit a Consent to Join and Claim Form, you will **not** receive a Settlement Collective payment and you will **not** release your FLSA claims. Your share of the Settlement Collective fund will revert to Fontaine. The FLSA Release of Claims section of the Settlement Agreement is restated below:

FLSA Collective Release. As of the Effective Date, Plaintiff, each Opt-in Plaintiff, and each Settlement Collective Member who submits a timely and valid Consent to Join and Claim Form, on behalf of themselves and their respective heirs, executors, administrators, successors, and assigns, shall forever settle, compromise, release, and discharge the Released Parties from any and all claims arising under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., that were asserted in the Action or could have been asserted in the Action based on the factual allegations in the Action, including claims relating to compensation for off-the-clock work, rounding, compensation for pre- and post-shift work, recording and reporting hours worked, preserving records of hours worked, improper timekeeping, payment of overtime compensation, alleged overtime violations, including bonus amounts in calculating the regular rate of pay for purposes of determining overtime, and any interest, penalties, liquidated damages, attorneys' fees, and costs related to such

EXHIBIT 1

claims, arising on or before the date the Court preliminarily approves the settlement, except to the extent that any such claim may not be waived as a matter of law.

“Released Parties” means Defendant and its parent and subsidiary corporations, shareholders, affiliates, plans and trusts, including but not limited to Marmon Holdings, Inc., the past and present officers, directors, employees, attorneys and agents of Defendant and its parent and subsidiary corporations, shareholders, affiliates, plans and trusts, including but not limited to Marmon Holdings, Inc., and/or any of the other entities described herein, all persons and entities controlling, controlled by, under common control with, or owning an equity interest in Marmon Holdings, Inc., and the respective insurers, underwriters, heirs, successors and assigns of each of the persons described herein.

15. If I am a current employee, will I experience any retaliation or discrimination?

No. It is against the law to retaliate or discriminate against an employee who decides to participate in this settlement agreement. Fontaine Modification Company will not discriminate or retaliate against you in any way because of your decision to participate or not in the lawsuit or this settlement.

16. How do I get more information?

This notice summarizes the basic terms of the proposed settlement. More details of the settlement are also contained in the Settlement Agreement and the pleadings and other documents relating to the lawsuit that are on file with the U.S. District Court for the Western District of North Carolina. Copies of the complete Settlement Agreement and select other filings in the lawsuit are available at [WEBSITE URL], using password [PASSWORD].

You can call [PHONE] toll free; write to *Boyd v. Fontaine Modification Company*, Settlement Administrator, c/o CPT Group, Inc., [ADDRESS]; email [EMAIL]; or visit the settlement website at [WEBSITE URL], password [PASSWORD], where you will find answers to common questions about the proposed settlement and other information. In addition, see Section 6 above for further contact information.

PLEASE DO NOT CALL THE COURT, THE CLERK, OR FONTAINE MODIFICATION COMPANY OR ITS COUNSEL ABOUT THIS SETTLEMENT.

If, for any future reference or mailings, you wish to change the name or address listed on the envelope in which this Notice was sent, please inform the Settlement Administrator of your new address. You can do so by calling [PHONE], emailing [EMAIL], or by sending a letter to:

Boyd v. Fontaine Modification Company, Settlement Administrator

EXHIBIT 1

c/o CPT Group, Inc.

[ADDRESS]

EXHIBIT 2

<i>Boyd v. Fontaine Modification Company</i> Settlement Administrator c/o CPT Group, Inc. [ADDRESS] [CITY, STATE ZIP] Estimated Award (before taxes): \$ []	<i>Boyd v. Fontaine Modification Company</i> Case No. 3:25-cv-00293-MOC-DCK United States District Court for the Western District of North Carolina Charlotte Division [Class/Collective Member Name] [Mailing Address 1] [Mailing Address 2] [City, State ZIP]
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CONSENT TO JOIN AND CLAIM FORM

In order to receive a Settlement Collective payment under the Settlement Agreement, please complete and timely submit this Consent to Join and Claim Form to the Settlement Administrator. To be considered timely, this form must be postmarked by no later than **[PARTICIPATION DEADLINE]** if returned by U.S. Mail or received by **[PARTICIPATION DEADLINE]** if returned by fax, email, or electronic submission.

**SEND COMPLETED CONSENT TO JOIN AND CLAIM FORMS BY
[PARTICIPATION DEADLINE] TO:**

Boyd v. Fontaine Modification Company, Settlement Administrator
c/o CPT Group, Inc.
[ADDRESS]
Fax: [FAX] E-mail: [EMAIL] Website: [WEBSITE URL]

By signing below, I state and affirm the following:

1. I hereby consent to join and opt into this settlement pursuant to Section 216(b) of the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq.
2. I authorize Plaintiff's Counsel (Brown LLC) to represent me in connection with this settlement and to execute on my behalf all documents reasonably necessary to effectuate the settlement.
3. I wish to participate in the parties' proposed settlement.
4. I understand that if the settlement is approved by the Court, I will receive a check totaling approximately \$ [] before taxes.
5. I agree, on behalf of myself and my heirs, executors, administrators, successors, and assigns, to forever settle, compromise, release, and discharge the Released Parties from any and all claims arising under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., that were asserted in the Action or could have been asserted in the Action based on the factual allegations in the Action, including claims relating to compensation for off-the-clock work, rounding, compensation for pre- and post-shift work, recording and reporting hours

EXHIBIT 2

worked, preserving records of hours worked, improper timekeeping, payment of overtime compensation, alleged overtime violations, including bonus amounts in calculating the regular rate of pay for purposes of determining overtime, and any interest, penalties, liquidated damages, attorneys' fees, and costs related to such claims, arising on or before the date the Court preliminarily approves the settlement, except to the extent that any such claim may not be waived as a matter of law.

"Released Parties" means Defendant and its parent and subsidiary corporations, shareholders, affiliates, plans and trusts, including but not limited to Marmon Holdings, Inc., the past and present officers, directors, employees, attorneys and agents of Defendant and its parent and subsidiary corporations, shareholders, affiliates, plans and trusts, including but not limited to Marmon Holdings, Inc., and/or any of the other entities described herein, all persons and entities controlling, controlled by, under common control with, or owning an equity interest in Marmon Holdings, Inc., and the respective insurers, underwriters, heirs, successors and assigns of each of the persons described herein.

6. I understand that I must keep the Settlement Administrator informed of any change in my address. If I do not do so, I understand that I may not receive any settlement payment that I might otherwise be entitled to receive.

Signature	Date

Address update form on next page

EXHIBIT 2

Use the space below for name and address updates

In order to receive a settlement payment, you must submit a signed Consent to Join and Claim Form by [PARTICIPATION DEADLINE].

Name and Address Updates:		
<i>If your name or address is different from what is printed above, please provide updated information below:</i>		
First Name	Last Name	
Mailing Address	Apt/Unit	
City	State	Zip Code

Submit signed Consent to Join and Claim Form and any address updates to:

Boyd v. Fontaine Modification Company, Settlement Administrator
c/o CPT Group, Inc.

[ADDRESS]

Fax: [FAX] E-mail: [EMAIL] Website: [WEBSITE URL]

EXHIBIT 3

NOTICE OF A CLASS ACTION SETTLEMENT

Boyd v. Fontaine Modification Company,
U.S. District Court, Western District of North Carolina, Charlotte Division,
Case No. 3:25-cv-00293-MOC-DCK

**IF YOU WERE AN HOURLY-PAID, NON-EXEMPT WORKER EMPLOYED BY
FONTAINE MODIFICATION COMPANY IN THE COMMONWEALTH OF VIRGINIA
AT ANY TIME FROM MAY 1, 2022 UNTIL [PRELIMINARY APPROVAL DATE],
PLEASE READ THIS NOTICE ABOUT YOUR RIGHTS.**

A court authorized this notice. This is not a solicitation from a lawyer. A former hourly-paid, non-exempt worker has alleged Fontaine Modification Company did not properly pay employees for all time worked and failed to include all remuneration in the regular rate of pay for overtime calculations. Fontaine denies any wrongdoing and the court has not yet addressed whether Fontaine did anything wrong. The parties have proposed a settlement of this case, and the court has authorized notice of that proposed settlement to people who may be eligible to participate in it.

Your legal rights are affected whether you act or not. These options are explained below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING, RECEIVE A PAYMENT	You are a Settlement Class Member and you do not need to do anything to receive a Settlement Class payment. You will automatically receive a payment unless you timely opt out. You will also be bound by the Rule 23 release of claims explained below.
OPT OUT OF THE SETTLEMENT CLASS, DO NOT RECEIVE A SETTLEMENT CLASS PAYMENT	You may ask to be excluded from the Rule 23 Settlement Class. If you request exclusion, you will not receive a Settlement Class payment and will not be bound by the Rule 23 release.

If you do not timely and validly submit a request for exclusion from the settlement, you will automatically be deemed a participating class member without submitting any claim form and will release both your state-law claims under the Virginia Overtime Wage Act and the Virginia Wage Payment Act and your claims under the federal Fair Labor Standards Act.

1. What is the lawsuit About?

You have received this notice because records indicate that you were an hourly-paid, non-exempt worker employed by Fontaine Modification Company in the Commonwealth of Virginia at some time between May 1, 2022 and [PRELIMINARY APPROVAL DATE]. Plaintiff Matthew Boyd

has sued Fontaine Modification Company, claiming that it failed to pay employees for all time worked and failed to include all remuneration in the regular rate of pay for overtime calculations, in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b), the Virginia Overtime Wage Act, and the Virginia Wage Payment Act.

You have a right to know about a proposed settlement of a class and collective action lawsuit, and your options, before the Court decides whether to finally approve the settlement. If the Court finally approves it and after any appeals are resolved, an administrator appointed by the Court will make the payments described here.

The Court in charge of the case is the United States District Court for the Western District of North Carolina, Charlotte Division, and the case is known as *Boyd v. Fontaine Modification Company*, Case No. 3:25-cv-00293-MOC-DCK. The person who sued is called the Plaintiff, and the company he sued is called the Defendant.

Litigation is risky, and neither side can predict the outcome with certainty. As a result, Plaintiff and his counsel concluded, after careful consideration, that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the opt-in plaintiffs and class members. This settlement avoids the costs and inconvenience associated with each phase of litigation (such as class certification, discovery, dispositive motions, and trial) while providing cash benefits to opt-in plaintiffs and class members.

Fontaine Modification Company denies it has engaged in any wrongdoing and has not admitted to any of the claims in the lawsuit. Fontaine has chosen to settle this matter and make payments to current and former employees instead of incurring the disruption to its business and further expense of litigation. Fontaine denies all wrongdoing and contends that, in compliance with all laws, all employees were paid all wages due.

2. Am I Member of the Settlement Class?

You are a member of the Settlement Class if you were an hourly-paid, non-exempt worker employed by Fontaine Modification Company in the Commonwealth of Virginia at any time from May 1, 2022 until **[PRELIMINARY APPROVAL DATE]**. Settlement Class Members **do not need to submit any form to receive a Settlement Class payment**; however, Settlement Class Members who wish to exclude themselves must timely opt out as described below.

3. What are the terms of the settlement?

Fontaine has agreed to pay up to \$1,600,000.00 to settle this case. The Net Settlement Amount consists of the amount remaining after payments for: combined attorneys’ fees and litigation expenses awarded by the court (up to \$533,333.33), the settlement administrator’s costs (up to \$20,000), and a service award to Plaintiff Matthew Boyd (\$5,000).

Each settlement member will be allocated a pro rata share of the Net Settlement Amount based on the amount of their potential damages and additional penalties available under applicable laws based on Fontaine's records.

Based on this formula, your estimated payment, before taxes, will be \$ [REDACTED]. The settlement check will include payment for this amount, less any applicable withholdings and deductions.

4. What are the tax consequences of a payment?

Settlement Payments will be subject to applicable tax withholding. Thirty-three percent (33%) of the settlement payment you receive will be wage income subject to applicable withholdings and deductions and W-2 reporting. Withholdings and deductions will have already been taken out of your settlement check. The remaining sixty-seven percent (67%) of the settlement payment is in settlement of claims for interest and penalties, including liquidated damages, and shall be reported on IRS Form 1099, which will be provided to you. If you have questions about the tax consequences of the payment to you, you should consult with an accountant or other tax advisor. Counsel cannot provide you with tax advice.

By cashing or depositing your settlement check, you agree that Fontaine has not made any representations regarding the taxability of any payments made pursuant to the settlement. You agree and warrant that you are, and remain, solely responsible for the timely payment of all taxes owed, if any, which have been due, or which may become due to any governmental authority from receipt of any funds received from Fontaine under the settlement.

Defendant makes no representation regarding the taxability of settlement payments. Each Participating Claimant is solely responsible for any taxes owed on their payment and must indemnify the Released Parties for any tax claims, assessments, penalties, or interest. You should consult your own tax advisor regarding the tax treatment of these payments.

5. Do I have a lawyer in the case?

Settlement Class Members who do not opt out are represented in this case by:

Eric Sands
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
F: (855) 582-5297
eric.sands@jtblawgroup.com

The Court decided that this law firm is qualified to represent the settlement class members in this case. These lawyers are called "Class Counsel" or "Plaintiff's Counsel." You can contact Class

Counsel if you have questions about this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

6. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Gross Settlement Amount (up to approximately \$533,333.33), to compensate them for their services and litigation expenses in this matter. At a later date, the Court will decide whether Class Counsel's request is reasonable. If the Court does not approve the full amount of the fee request, then any unawarded funds will be added to the Net Settlement Amount available for distribution to Participating Claimants.

7. How can I get paid?

You do not need to do anything to receive a Settlement Class payment. You will automatically receive a payment unless you timely and validly opt out, as explained below.

8. When would I receive my payment?

If you do not timely and validly opt out, you will be sent a settlement check within 45 days of the Effective Date. Before the settlement is effective, however, the Court must hold a hearing to consider the fairness of the settlement and grant final approval, and any appeals of the Court's order granting final approval must be resolved. Please be patient.

Please watch your mail for a check and cash it when you get it. **You will have 45 days from issuance of the check to cash it. The check will be void after 45 days.** Any amounts from voided, uncashed checks (plus interest and tax overpayments) will be returned to Defendant within 15 business days after the 45-day period.

9. How do I opt out?

If you are a Settlement Class Member and you do not wish to be part of the Rule 23 Settlement Class, you may elect to "opt out" by excluding yourself from this action and the associated settlement and judgment. If you timely and validly opt out, you will not receive a Settlement Class payment and will not be bound by the Rule 23 release. You will retain your claims under the Virginia Overtime Wage Act, the Virginia Wage Payment Act, and the federal Fair Labor Standards Act. However, you will not be eligible to opt into, or receive any payment from, the separate FLSA Settlement Collective.

To opt out, you must submit a written statement titled "Request for Exclusion from Settlement" to the Settlement Administrator. The statement must include your name, job title, address, and telephone number. All written requests for exclusion must be sent by First-Class U.S. Mail to the Settlement Administrator, postmarked no later than **[OPT-OUT DEADLINE]** (45 days from the postmark of this Notice):

Boyd v. Fontaine Modification Company, Settlement Administrator
c/o CPT Group, Inc.
[ADDRESS]

You cannot exclude yourself by phone or by email; only a written request sent by First-Class U.S. Mail will be considered. Requests for exclusion that do not include all required information or that are not timely postmarked, will be deemed null, void, and ineffective.

10. If I opt out, can I get money from this settlement?

No. If you opt out of the Settlement Class, you will not receive a Settlement Class payment, and you will not be eligible to opt into, or receive any payment from, the separate FLSA Settlement Collective.

11. How do I object to the settlement?

You can ask the court to deny approval of the settlement by filing an objection with the court. You cannot ask the court to order a *different* settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

To object, you must file a written objection with the Court and serve copies on counsel for the Parties, no later than **[OBJECTION DEADLINE]** (45 days after the Settlement Administrator mails the Notice of Settlement). Your objection must include: (i) your full name, job title, address, and telephone number; and (ii) all specific reasons for your objection (note that unstated reasons are waived). You may also object to Plaintiff's Counsel's Fees and/or Expenses.

You must mail copies of the objection to the Court and counsel for the Parties (addresses below):

THE COURT	CLASS COUNSEL	COUNSEL FOR DEFENDANT
Clerk of Court U.S. District Court for the Western District of North Carolina 401 West Trade Street Room 1200 Charlotte, NC 28202	Brown LLC Eric Sands BROWN, LLC 111 Town Square Place Suite 400 Jersey City, NJ 07310	Becky M. Christensen Thompson Coburn LLP 505 N 7th St St. Louis, MO 63101

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If you file a timely written objection, you may (but are not required to) appear at the Fairness Hearing. If you wish to appear and speak at the Fairness Hearing, you must state that intention in writing in your objection; failure to do so waives the right to appear. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Members who validly opt out may not object.

12. What happens if the court rejects my objection?

The court will consider any objections that are timely filed. This does not mean, however, that the court will necessarily take action based on any objection. If the court rejects your objection, you will still be bound by the terms of the settlement and the release of claims.

13. What's the difference between objecting and opting out?

Objecting is telling the court you do not like something about the settlement. You can object only if you stay in the lawsuit or settlement. If you opt out of the Settlement Class, you have no basis to object to the settlement because the case no longer affects you.

14. When and where will the court decide whether to approve the settlement?

The court preliminarily approved this settlement on [PRELIMINARY APPROVAL DATE]. The court will hold a final hearing on this settlement on [DATE AND TIME]. This hearing will take place in Courtroom [COURTROOM NUMBER] of the U.S. District Court for the Western District of North Carolina, Charlotte Division, [ADDRESS], presiding judge the Honorable Max O. Cogburn Jr. After the hearing, the Court will decide whether to approve the settlement. We do not know how long the decision will take.

15. Do I have to come to the hearing?

No. Attendance is not required to participate in the settlement or opt out of the lawsuit.

16. May I speak at the hearing?

You may ask the court for permission to speak at the final hearing. To do so, you must include a statement of your intention to appear in your written objection, filed no later than [OBJECTION DEADLINE]. Your notice of intention to appear must be filed with the court and served on Class

Counsel and Counsel for Defendant at the addresses listed in Section 12 above. You cannot speak at the hearing if you have opted out of the lawsuit.

17. What happens if I do nothing?

If you do nothing, you will automatically receive a Settlement Class payment (you do not need to submit any form). You will also be bound by the release of claims for claims under the Virginia Overtime Wage Act, the Virginia Wage Payment Act, and the FLSA, as described in the Release of Claims section of the Settlement Agreement and restated below:

Rule 23 Settlement Class Release. As of the Effective Date, each Settlement Class Member who does not timely and validly request exclusion from the Settlement Class, on behalf of themselves and their respective heirs, executors, administrators, successors, and assigns, shall forever settle, compromise, release, and discharge the Released Parties from any and all claims, including claims arising under the Fair Labor Standards Act, that were asserted in the Action or could have been asserted in the Action based on the factual allegations in the Action, including claims under the law of the Commonwealth of Virginia, including but not limited to the Virginia Overtime Wage Act and the Virginia Wage Payment Act, and any other state-law wage-related or recordkeeping-related claims relating to compensation for off-the-clock work, rounding, compensation for pre- and post-shift work, recording and reporting hours worked, preserving records of hours worked, improper timekeeping, payment of wages, payment of overtime compensation, alleged overtime violations, including bonus amounts in calculating the regular rate of pay for purposes of determining overtime, and any interest, penalties, liquidated damages, attorneys' fees, and costs related to such claims, arising on or before the date the Court preliminarily approves the settlement, except to the extent that any such claim may not be waived as a matter of law. A Participating Class Member's release of claims arising under the Fair Labor Standards Act pursuant to this Paragraph shall become effective upon issuance of that Participating Class Member's Settlement Payment check.

"Released Parties" means Defendant and its parent and subsidiary corporations, shareholders, affiliates, plans and trusts, including but not limited to Marmon Holdings, Inc., the past and present officers, directors, employees, attorneys and agents of Defendant and its parent and subsidiary corporations, shareholders, affiliates, plans and trusts, including but not limited to Marmon Holdings, Inc., and/or any of the other entities described herein, all persons and entities controlling, controlled by, under common control with, or owning an equity interest in Marmon Holdings, Inc., and the respective insurers, underwriters, heirs, successors and assigns of each of the persons described herein.

18. If I am a current employee, will I experience any retaliation or discrimination?

No. It is against the law to retaliate or discriminate against an employee who decides to participate in this settlement agreement. Fontaine Modification Company will not discriminate or retaliate against you in any way because of your decision to participate or not in the lawsuit or this settlement.

19. How do I get more information?

This notice summarizes the basic terms of the proposed settlement. More details of the settlement are also contained in the Settlement Agreement and the pleadings and other documents relating to the lawsuit that are on file with the U.S. District Court for the Western District of North Carolina. Copies of the complete Settlement Agreement and select other filings in the lawsuit are available at [WEBSITE URL], using password [PASSWORD].

You can call [PHONE] toll free; write to *Boyd v. Fontaine Modification Company*, Settlement Administrator, c/o CPT Group, Inc., [ADDRESS]; email [EMAIL]; or visit the settlement website at [WEBSITE URL], password [PASSWORD], where you will find answers to common questions about the proposed settlement and other information. In addition, see Section 6 above for further contact information.

**PLEASE DO NOT CALL THE COURT, THE CLERK, OR FONTAINE
MODIFICATION COMPANY OR ITS COUNSEL ABOUT THIS SETTLEMENT.**

If, for any future reference or mailings, you wish to change the name or address listed on the envelope in which this Notice was sent, please inform the Settlement Administrator of your new address. You can do so by calling [PHONE], emailing [EMAIL], or by sending a letter to:

Boyd v. Fontaine Modification Company, Settlement Administrator
c/o CPT Group, Inc.
[ADDRESS]