

**NOTICE OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT (“PAGA”)
SETTLEMENT AND HEARING DATE FOR COURT APPROVAL**

Danny Carmona, et al. v. Certified Alloy Products, Inc., et al., Case No. 21STCV03308
(Los Angeles Superior Court)

IF YOU WORKED AS AN HOURLY OR NON-EXEMPT EMPLOYEE AT CERTIFIED ALLOY PRODUCTS, INC. IN THE STATE OF CALIFORNIA DURING THE PERIOD SPECIFIED BELOW, YOU MAY BE ENTITLED TO PAYMENT FROM A PROPOSED CLASS ACTION AND PAGA SETTLEMENT. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

YOU WILL RECEIVE AN ESTIMATED AMOUNT OF <<TotalestAmount>> IF YOU ELECT TO PARTICIPATE IN THE SETTLEMENT.

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

A court authorized this Notice. This is not a solicitation from a lawyer.

1. Why Did I Get This Notice?

A proposed class action and PAGA settlement (the “Settlement”) has been reached in *Carmona, et al. v. Certified Alloy Products, Inc., et al.*, Case No. 21STCV03308 (Los Angeles Superior Court) and *Carmona, et al. v. Certified Alloy Products, Inc., et al.*, Case No. 21STCV13416 (Los Angeles Superior Court) (collectively, the “Lawsuits” or “Settled Lawsuits”). You received this Notice of Settlement (“Notice” or “Class Notice”) because the records of Certified Alloy Products, Inc. (“CAPI” or “Defendant”) show you performed work as an hourly or non-exempt employee at a CAPI location in the following state and related period:

- **California:** January 26, 2017, through and including May 31, 2022.

For purposes of this Settlement, “Workweeks at Issue” shall be defined to include all workweeks that were worked (excluding vacation and leave of absence) during the Settlement Period as an hourly or non-exempt employee of CAPI.

Because you fit this definition, **you are entitled to receive money from the Settlement, as described below.** This Notice explains the details of the Settlement. The Notice also describes how you can participate in the Settlement, and how you can opt-out or object to the Settlement (if you choose to do so).

The Los Angeles Superior Court has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval hearing on February 1, 2024 at 10:00 a.m. before the Honorable Yvette M. Palazuelos at the Complex Litigation Department for the Superior Court of the State of California, County of Los Angeles, Department 9, 312 N Spring St, Los Angeles, CA 90012.

IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT OF THE CLASS ACTION, YOU DO NOT NEED TO DO ANYTHING; A CHECK FOR YOUR SHARE OF THE SETTLEMENT FUNDS WILL BE MAILED TO YOU FOLLOWING FINAL COURT APPROVAL OF THE SETTLEMENT.

2. What are these Lawsuits About? Description of the Lawsuits.

On January 26, 2021, Plaintiff filed the Class Action complaint in the Superior Court of the State of California, Los Angeles County, Case No. 21STCV03308, in which he alleged (1) Failure to Pay Wages For All Hours Worked At Minimum Wage in Violation of Labor Code Sections 1194 and 1197, (2) Failure to Pay Overtime Wages for Daily Overtime Worked In Violation Of Labor Code Section 510 and 1194, (3) Failure to Pay

Reporting Time Pay In Violation of Labor Code Sections 1194, 1197, and 1198, (4) Failure to Authorize or Permit Meal Periods In Violation of Labor Code Sections 512 and 226.7, (5) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7, (6) Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204, (7) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226, (8) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, and 203, and (9) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, et seq. (“Class Complaint” or “Class Action”).

On April 8, 2021, Plaintiff filed the PAGA Action complaint in the Superior Court of the State of California, Los Angeles County, Case No. 21STCV13416, in which he alleged the following causes of action: (1) Civil Penalties Pursuant to the Private Attorney’s General Act of 2004 (“PAGA”), Labor Code Section 2698, *et seq.* for allegations violations of Labor Code Sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558 1194, 1197, 1198, 1198.5, 2698, *et seq.* and the IWC Wages Orders, which includes allegations of (a) Failure to pay wages for all hours worked at the legal minimum wage, (b) Failure to pay wages for overtime hours worked at the overtime rate of pay, (c) Failure to provide reporting time pay, (d) Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods, (e) Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods, (f) Failure to timely pay earned wages during employment, (g) Failure to provide complete and accurate wage statements, and (h) Failure to pay employees all wages due at time of termination/resignation (hereinafter, “PAGA Complaint” or “PAGA Action”).

On May 18, 2022, the Parties filed a Joint Stipulation to request that the Court grant Plaintiff leave to file a First Amended Complaint in the Class Action, which was granted and entered by the Court on May 18, 2022. On June 3, 2022, Plaintiff filed the First Amended Complaint (hereinafter, “Operative Complaint”), which consolidated the Class Action and PAGA Action so that both matters are pending in the Class Action in Los Angeles Superior Court, Case No. 21STCV03308.

CAPI categorically denies all of the allegations in this Lawsuits and Operative Complaint. CAPI has asserted legal and factual defenses to Plaintiff’s claims. To that end, CAPI has denied and continues to deny each, and all of the allegations, claims, and contentions alleged by the Plaintiff in the Lawsuits. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged in the Lawsuits. Defendant contends that it complied in good faith with wage and hour laws and has dealt legally and fairly with Plaintiff and putative class members. Nothing in this Notice of proposed Settlement shall be construed as an admission, concession, or indication by or against CAPI or anyone else of any fault, wrong doing or liability whatsoever. CAPI further contends that the Plaintiff’s claims do not meet the requirements for class certification. The Parties reached the proposed Settlement because they recognize the risks, distractions, and costs associated with litigation. The Court has not expressed an opinion regarding the merits of Plaintiff’s claims or CAPI’s liability.

This Settlement is the result of good faith, arm’s length negotiations between Carmona and CAPI, through their respective attorneys. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members and the alleged aggrieved employees. This Settlement is a compromise and is not an admission of liability on the part of CAPI. By agreeing to settle, CAPI does not admit, and expressly denies, liability on any of the factual allegations or claims in the Lawsuits.

The Settlement Administrator has created a Settlement website, which can be accessed at www.cptgroupcaseinfo.com/CAPISettlement. The Settlement website contains a copy of the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and the

Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

For the Settlement to be effective, the Court must approve the terms of the Settlement described below as fair and reasonable to the Settlement Class. The Settlement will affect all Settlement Class Members and PAGA Releasees¹.

3. What Are the Terms of the Settlement?

CAPI has agreed to pay \$1,000,000.00 to settle all aspects of this Lawsuits (the “Gross Settlement Amount”), inclusive of the claims of all Settlement Class Members and PAGA Releasees. Deductions from this amounts will be made for attorneys’ fees and costs for Class Counsel (see below), settlement administration costs (estimated to be \$11,500.00), and the Service Award in an amount not to exceed \$9,900.00 to the Plaintiff for his service to the putative Class Members and PAGA Releasees, and for his general release of claims. After deductions of these amounts, what remains of the Maximum Gross Settlement Amount (the “Net Settlement Amount”) will be available to pay monetary Settlement awards to the PAGA Releasees, and the Putative Class Members who do not opt out of the Settlement Class (i.e., “Settlement Class Members”).

The following persons will be eligible to receive a monetary award from the Net Settlement Amount:

1. Class Members:
 - All individuals who worked as hourly or non-exempt employees at any CAPI location in the state of California at any time from January 26, 2017 through and including May 31, 2022;
2. Plaintiff Danny Carmona; and
3. PAGA Releasees (means any individual who was employed with CAPI within the State of California from January 26, 2020, through and including May 31, 2022).

4. How Will the Net Settlement Amount Be Divided for Participating Individuals?

Settlement Class Members will receive a *pro rata* share of the Net Settlement Amount, as follows:

- Settlement Class Members who worked in California will receive a *pro rata* share of the Net Settlement Amount based on their respective number of Workweeks at Issue in the Settlement Period as compared to the total Workweeks at Issue of all Settlement Class Members in the Settlement Period.

PAGA Releasees will receive a *pro rata* share of the PAGA Payment based on the number of PAGA Pay Periods worked by a PAGA Releasee as a fraction of the total PAGA Pay Periods worked of all PAGA Releasees.

- The parties have agreed to a PAGA Payment of \$50,000.00, of which an amount of \$37,500.00 shall be paid to the State of California Labor and Workforce Development Agency (“LWDA”). This amount is 75% of the \$50,000.00 PAGA Payment that the Parties have agreed is to be paid in settlement of all claims for civil penalties under PAGA.
- The remaining 25% of the \$50,000.00 PAGA payment, which amounts to \$12,500.00 of the PAGA Payment, shall be distributed *pro rata* to all PAGA Releasees.
- PAGA Releasees will **not** have the opportunity to opt out or object to the PAGA Payment and/or release of PAGA Claims set forth in the Settlement Agreement although the PAGA Settlement will be subject to Court approval.

To the extent that individuals are both Settlement Class Members and PAGA Releasees, they are eligible to receive both an Individual Settlement Payment and a *pro rata* share of the PAGA Payment pursuant to the above.

5. How Much Can I Expect to Receive?

As a Settlement Class Member, you will receive an Individual Settlement Payment if the Court grants Final Approval of the Settlement and if you do not opt-out from the Settlement, as discussed in this Notice. You do not

¹ “PAGA Releasees” is defined in Section 3, below.

have to *opt into* the Lawsuits to receive your Individual Settlement Payment check – it will automatically be sent to you.

According to records maintained by CAPI, your Individual Settlement Payment is estimated to be at least \$<<estAmount>>. If applicable, your *pro rata* share of the PAGA Payment is: \$<<PAGAestAmount>>. This amount is an estimated amount and your final Settlement payment may differ from this amount (i.e., it could be higher or lower) depending on orders from the Court. This amount is based on the following number of Workweeks at Issue you worked for CAPI as a Settlement Class Member as shown by company records:

You have an estimated <<Workweeks>> Workweeks at Issue as a Class Member.

If you wish to dispute the number of Workweeks at Issue as shown here, your written dispute must (1) contain your full name, mailing address, last four digits of your Social Security number, and signature; (2) contain the case name and case number of the action (i.e., *Carmona, et al. v. Certified Alloy Products, Inc. et al.*, Case No. 21STCV03308); (3) contain an unambiguous statement indicating that you dispute the Workweeks at Issue credited to you and indicating what number of Workweeks at Issue you contend is correct or incorrect; and (4) attach documentation and information supporting your contention about the correct number of Workweeks at Issue that should be credited you. Absent evidence rebutting Defendant’s records, Defendant’s records will be presumed determinative. Phrased differently, unless you present convincing evidence proving you worked more Workweeks at Issue than shown by CAPI’s records, your Individual Settlement Payment will be determined based on CAPI’s records. Your Workweek Dispute must be submitted to the Settlement Administrator by U.S. mail. Any disputes must be postmarked by October 23, 2023, or by November 2, 2023, in the case of remailing, and should be mailed to *Carmona, et al. v. Certified Alloy Products, Inc., et al. Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606*. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Individual Settlement Payment payments to Settlement Class Members will be allocated 33.33% as wages, 33.33% as civil penalties and liquidated damages, and 33.33% as interest. In the event that any taxing body determines that different amounts should have been withheld from your Individual Settlement Payment, you will be responsible for the payment of any additional employee-side taxes, interest, or penalties. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the Individual Settlement Payment check that will be sent to you. In the event that any Individual Settlement Payment checks are not deposited, cashed, or otherwise negotiated within the 180-day period, it shall be void. Any failure of a Settlement Class Member to deposit an Individual Settlement Payment check shall not affect the enforceability of the release of all wage and hour claims described below. If at the conclusion of the 180-day check void period you have not cashed or otherwise deposited your Individual Settlement Payment, your Individual Settlement Payment check will escheat to the State of California Controller’s Office to be held in your name.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment check. If you fail to keep your address current, you may not receive your Individual Settlement Payment check.

6. What Claims Will Be Released?

After CAPI funds the Settlement Sum, Settlement Class Members will be deemed to have released, waived, and discharged the claims as follows (the “Released Class Claims”) against CAPI, Inc., and its predecessors and successors in interest, current or former parent companies, subsidiaries, affiliates, assigns, trustees, guarantors, fiduciaries, and present and former owners, which include, but are not limited to, companies acquiring any or all of CAPI’s assets or capital stock, Defendant’s past or present customers, clients, contractors, vendors, and divisions, and any other individual or entity which could be jointly liable with Defendant for the Released Class Claims and Released PAGA Claims, including but not limited to Doncasters Group Ltd; Doncasters Superalloys

of Long Beach; Doncasters plc; Doncasters, Inc.; Doncasters US Fabrications, Inc.; and any other related Doncasters entity. The Released Parties also include, but are not limited to, the current or former officers, directors, shareholders, managers, agents, attorneys, representatives, accountants, administrators, employees, insurers, beneficiaries, reinsurers, or carriers of any of the foregoing persons or entities (the “Released Parties”):

All claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, based on the facts alleged in the Complaints. Settlement Class Members shall release all Released Class Claims that accrued during the Settlement Period as to the Released Parties upon Defendant’s funding of the GSA, as set forth herein. The scope of the Released Class Claims by each Settlement Class Member is meant to be as broad as possible, under the law and includes all claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaints. Such allegations include assertions that Plaintiff or Class Members were not properly or timely compensated for all hours worked, and were subject to wage and hour law violations, regardless of whether such claims arise under California law, common law, local law, or federal law, or any statute, ordinance, regulation, or applicable wage and hour law. The Released Class Claims include, but are not limited to, the causes of actions alleged in the Complaints, which are asserted as follows: **(1) Failure to Pay Wages For All Hours Worked At Minimum Wage in Violation of Labor Code Sections 1194 and 1197, (2) Failure to Pay Overtime Wages for Daily Overtime Worked In Violation Of Labor Code Section 510 and 1194, (3) Failure to Pay Reporting Time Pay In Violation of Labor Code Sections 1194, 1197, and 1198, (4) Failure to Authorize or Permit Meal Periods In Violation of Labor Code Sections 512 and 226.7, (5) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7, (6) Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204, (7) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226, (8) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, and 203, and (9) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, et seq.** The Released Class Claims also include, but are not limited to, all applicable claims under the California Industrial Welfare Commission Wage Orders, California Labor Codes (including but not limited to California Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, et seq.), applicable and California Code of Regulations, the California Business and Professions Code §§ 17200 et seq., the federal Fair Labor Standards Act (“FLSA”), and all other applicable wage and hour laws. Based on the same factual predicate alleged in the Complaints, the release of the foregoing Released Class Claims extends to all claims whether the claim is, was or could have been alleged as a separate claim, cause of action, or lawsuit, whether under California law, common law, local law, or federal law, or any statute, ordinance, regulation, or other applicable wage and hour law (this includes, but is not limited to, any claim based on the same factual predicate for: miscalculated wages; failure to pay the regular rate of pay, double time pay, or premium pay; failure to reimburse business expenditure; improper deductions; a failure to properly pay vacation or sick pay; late payment of wages; improper frequency of pay; improper rounding of time records; failure to maintain records; failure to keep accurate and complete payroll records; and other such claims). The Released Class Claims encompass all types of relief available for the foregoing claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, willful exemplary damage, injunctive relief, declaratory relief, or liquidated damages. Notwithstanding the foregoing, nothing in this Agreement releases any claims that may not be released as a matter of law.

Upon the Court’s approval of the PAGA Payment and the release of PAGA Claims, Plaintiff and the PAGA Releasees and all persons purporting to act on the PAGA Releasees’ behalf or purporting to assert a claim under or through them, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of all Released PAGA Claims, which includes but are not limited to: **(1) Civil Penalties Pursuant to the Private Attorney’s General Act of 2004 (“PAGA”), Labor Code Section 2698, et seq. which includes penalties for (a) Failure to pay wages for all hours worked at the legal minimum wage, (b) Failure to pay wages for overtime hours worked at the overtime rate of pay, (c) Failure to provide reporting time pay, (d) Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods, (e) Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods, (f)**

Failure to timely pay earned wages during employment, (g) Failure to provide complete and accurate wage statements, and (h) Failure to pay employees all wages due at time of termination/resignation, and all other claims asserted in the Complaints and the LWDA Letter. The Released PAGA Claims include all applicable claims under the California Industrial Welfare Commission Wage Orders, California Labor Codes (specific to claims under the California Labor Code Sections 2698-2699.5, et seq.), and California Code of Regulations that could be brought under or are subject to the PAGA, and all claims that are asserted or could have been asserted based on the same factual predicate alleged in the LWDA Notice and Operative Complaint. The PAGA Releasees will be issued a check for their share of the PAGA Payment and will **not** have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Releasees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check.

7. What Are My Rights?

- **Do Nothing:** You will receive your Individual Settlement Payment check and will be bound by the Settlement including its release provisions. Settlement Class Members who do not timely exclude themselves from the Settlement will be bound by the Settlement.
- **Opt-Out:** If you do not wish to be bound by the Settlement as a Settlement Class Member, you must submit a written Request for Exclusion from the Settlement (“opt-out”), postmarked by October 23, 2023, or by November 2, 2023, in the case of re-mailing. The written Request for Exclusion must contain (i) your full name, (ii) mailing address, (iii) last four digits of your Social Security number, (iv) signature, (v) the case name and/or number of the Operative Complaint (i.e., Case No. 21STCV03308), and (vi) an unambiguous statement indicating that you seek to exclude yourself from the Class Settlement. No opt-out request may be made on behalf of a group. The Request for Exclusion must be sent by mail to the Settlement Administrator at *Carmona, et al. v. Certified Alloy Products, Inc., et al. Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. **If you request exclusion (opt out) of the Settlement, you will not be entitled to any Settlement payment, you will not be bound by the Settlement, and you will not have any right to object, appeal or comment on the Settlement, except that a Class Member that is also a PAGA Releasee will be bound by the release of PAGA Claims set forth above and will be issued the PAGA Releasee’s share of the PAGA Payment.**
- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Class Settlement postmarked by October 23, 2023, or by November 2, 2023, in the case of re-mailing. The statement must be signed by you and state: (i) your full name; (ii) your mailing address; (iii) last four digits of your Social Security number; (iv) your signature, (v) the case name and number of the Operative Complaint (i.e., Case No. 21STCV03308), (vi) a statement indicating that you object to the Class Settlement, (vii) the specific ground(s) for the objection, (viii) whether or not you are represented by counsel (if so, state the name and contact information of your counsel); and (ix) a statement indicating whether or not you will appear at the Final Approval Hearing. The objection must be sent by mail to the Settlement Administrator at *Carmona, et al. v. Certified Alloy Products, Inc., et al. Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. **If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of the Settlement in the event that the Court denies your objection.**

If you mail a written objection, you may also, if you wish, appear at the Final Approval hearing to discuss your objection with the Court.

8. Can CAPI Retaliate Against Me for Participating in the Settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with CAPI or future work or employment with CAPI. It is unlawful for CAPI (or any other employer) to take any adverse action against you as a result of your participation in this Settlement.

9. Who Are the Attorneys Representing the Class in the Lawsuits?

Plaintiff, Class Members, PAGA Releasees, and Settlement Class Members are represented by the following attorneys acting as Class Counsel:

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry (SBN 276483)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

10. How Will the Attorneys for the Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$1,000,000.00. You do not have to pay the attorneys who represent the Settlement Classes. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to one third (1/3) of \$1,000,000.00 (*i.e.*, \$333,333.00) plus their out-of-pocket costs, up to \$20,000.00. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount for attorneys' fees and costs awarded will be determined by the Court at the Final Approval hearing.

11. Where Can I Get More Information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Settlement Administrator.

This Notice is only a summary of the Settlement and related matters. For more detailed information, you may review the Settlement Agreement and other documents for this case at the Settlement website, which can be accessed at www.cptgroupcaseinfo.com/CAPISettlement. The Settlement Agreement contains the complete terms of the proposed Settlement and is also available through Class Counsel and publicly accessible and on file with the Court.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR CAPI FOR INFORMATION ABOUT THE LAWSUITS OR THE PROPOSED SETTLEMENT

12. Additional Important Information.

A. CAPI will not retaliate in any manner whatsoever against any employee who stays in their respective class action and receives an Individual Settlement Payment check or who requests to be excluded from the Settlement.

B. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment check will be mailed.

C. **Individual Settlement Payment checks must be cashed soon after receipt.** Checks which remain uncashed after 180 days of the date of issuance will be voided, and handled as described in Paragraph 5, above. If your check is lost or misplaced, you should immediately contact the Settlement Administrator immediately to request a replacement.