NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Larissa Marantz, et al. v. Laguna College of Art & Design, Superior Court of the State of California, County of Orange, Case No. 30-2021-01194814-CU-OE-CXC

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY

You have received this Notice of Settlement because Laguna College of Art & Design ("Defendant" or "LCAD") records show you are an "Adjunct Class Member" or a "Reimbursement Class Member" and therefore entitled to a payment from this proposed class action Settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the "Court") which has been granted preliminary approval by the Court. Each Class is defined as follows:

- "<u>Adjunct Class Members</u>" refers to all individuals who are currently and formerly employed by Defendant as adjunct faculty in California at any time during the period from April 9, 2017 to February 23, 2022 ("Adjunct Class Period").
- "<u>Reimbursement Class Member</u>" refers to all current and former employees of Defendant other than Adjunct Class Members who worked remotely for Defendant in California at any time during the period from March 23, 2020 to February 23, 2022 ("Reimbursement Class Period").

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	To receive a cash payment from the Settlement, you do not have to do anything.
	Your estimated Settlement Payment is: < <estsettlmntamt>>. See the explanation in Section 5 below.</estsettlmntamt>
	After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 5 below. If your address has changed, please notify the Settlement Administrator as explained in Section 6 below.
EXCLUDE YOURSELF	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
OBJECT	Write to the Settlement Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection.
	Directions are provided in Section 8 below.

1. <u>Why Am I Receiving This Notice?</u>

You have received this Class Notice because you have been identified as an ["Adjunct Class Member" or a "Reimbursement Class Member"]. You were sent this Class Notice because you have a right to know a proposed Settlement of the above-captioned action was reached between Plaintiffs Larissa Marantz and Morghan Gill and Defendant, and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. <u>What Is This Case About?</u>

On April 9, 2021, Plaintiff Larissa Marantz filed a Class Action Complaint in the Superior Court of the State of California, County of Orange entitled Larissa Marantz v. Laguna College of Art & Design, Case No. 30-2021-01194814-CU-OE-CXC. The Class Action Complaint asserted the following claims against Defendant on behalf of Plaintiff Marantz and Adjunct Class Members: failure to pay all wages due for all hours worked, failure to provide legally-compliant rest and meal breaks, failure to pay all wages owed upon separation from employment, failure to furnish timely and accurate wage statements; failure to reimburse for reasonably and necessarily incurred business expenses; and unfair competition. The Class Action Complaint also asserted the following claims against Defendant on behalf of Plaintiff Marantz and Reimbursement Class Members: failure to reimburse for reasonably and necessarily incurred business expenses; and unfair competition. This lawsuit is referred to as the "Action." On May 19, 2021, Defendant filed an Answer to the Class Action Complaint denying all claims asserted in the Action. On June 28, 2021, Plaintiff Marantz filed a First Amended Complaint which added a cause of action against Defendant for recovery of civil penalties under the Private Attorneys General Act, California Labor Code Sections 2698, et. seq. ("PAGA"). On August 13, 2021, Defendant filed an Answer to the First Amended Complaint denying all claims asserted in the Action. On July 13, 2022, Plaintiff Marantz filed a Second Amended Complaint which added Plaintiff Morghan Gill as a named plaintiff jointly making all allegations in the First Amended Complaint except for the cause of action for recovery of civil penalties under PAGA. On July 18, 2022, Defendant filed an Answer to the Second Amended Complaint denying all claims asserted in the Action.

Defendant denies and disputes all such claims asserted in the Action. Specifically Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Plaintiffs and any members of the class were properly compensated for wages under California law; that Plaintiffs and any members of the class were provided with meal and rest periods in compliance with California law; that Defendant did not fail to reimburse any members of the class for any required business expenses; that Defendant paid Plaintiffs and any members of the class all wages allegedly due them at the time of their termination; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

The Court has made no ruling on the merits of Plaintiffs' claims. The Court granted preliminary approval of the Settlement on September 26, 2022. At that time, the Court also preliminarily approved Plaintiffs to serve as the Class Representatives, and the law firm HammondLaw, P.C. as Class Counsel.

3. <u>Summary of the Settlement Terms</u>

<u>Gross Settlement Amount</u>. Plaintiffs and Defendant have agreed to the Gross Settlement Amount of \$825,000 (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all Settlement Payments to the Class Members; the Settlement Administration Costs; the Class Representative Service Payment; fees and litigation costs to Class Counsel; and the PAGA payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Payment allocated to wages shall be separately paid by Defendant.

Within ten (10) business days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Effective Date" means the latest of the following dates: sixty-five (65) calendar

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days after the date of the final order by the Court approving the settlement and entering final judgment; or ten (10) calendar days after all appeals are withdrawn or after any and all avenues of appeal have been exhausted and no further appellate review is permitted or possible and the Judgment has not been modified, amended, or reversed in any way (unless the modification is for a reduction of the attorneys' fees and litigation costs and expenses to Class Counsel or Service Award or Settlement Administration Costs). Defendant will transmit to the Settlement Administrator an amount equal to the employer's portion of payroll taxes with respect to the wage portion of Settlement Payments within ten (10) business days from the date on which the Settlement Administrator notifies Defendant of the calculated amount. Within twenty (20) calendar days after the settlement is funded and receipt of the employer's side payroll tax, the Settlement Administrator will mail checks for the Settlement Payments to Participating Class Members.

<u>Amounts to be Paid from the Gross Settlement Amount</u>. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Payments are made to Participating Class Members:

- <u>Settlement Administration Costs</u>. Payment to the Settlement Administrator, estimated not to exceed \$15,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Payments and tax forms, and handling inquiries and uncashed checks.
- <u>Class Counsel Attorneys' Fees and Costs</u>. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$275,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- <u>Class Representative Service Award</u>. A Class Representative Service Payment in an amount not to exceed a total of Seven Thousand Five Hundred Dollars (\$7,500) to the Plaintiffs, including \$5,000 to Plaintiff Marantz and \$2,500 to Plaintiff Gill, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class.
- <u>PAGA Penalties</u>. A payment of \$20,000 relating to the claim for penalties under PAGA, \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency. The remaining \$5,000 will be distributed to the Aggrieved Employees based on the number of pay periods worked by each Aggrieved Employee as a percentage of the pay periods worked by all Aggrieved Employees during the PAGA Period, which is April 7, 2020 to February 23, 2022. "Aggrieved Employees" are all Adjunct Aggrieved Employees and Reimbursement Aggrieved Employees. "Adjunct Aggrieved Employees" refers to all individuals who are or have been employed by Defendant as adjunct faculty in California at any time during the PAGA Period. "Reimbursement Aggrieved Employees" refers to all current and former employees of Defendant other than Adjunct Aggrieved Employees who worked remotely for Defendant in California at any time during the PAGA Period. The release of claims under PAGA related to the Released Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for exclusion from the Class.

4. <u>Distribution to Participating Class Members</u>

<u>Calculation of Payments to Participating Class Members</u>. After the court-approved Settlement Administration Costs, attorneys' fees and litigation costs and expenses to Class Counsel, Class Representative Service Award, and PAGA Penalties are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount," shall be distributed as Settlement Payments to the Participating Class Members. The Net Settlement Amount is estimated to be \$487,000. The Settlement Administrator will pay a Settlement Payment from the Net Settlement Amount to each Participating Class Member. The Settlement Payment for each Participating Class Member will be calculated as follows:

• 12% of the Net Settlement Amount (approximately \$58,440.00) shall be allocated to the Participating Reimbursement Class and shall be paid pro rata based on the number of pay periods worked by the Participating

Reimbursement Class Member during the Reimbursement Class Period as a percentage of the pay periods worked by all Participating Reimbursement Class Members during the Reimbursement Class Period.

• 88% of the Net Settlement Amount (approximately \$428,560.00) shall be allocated to the Participating Adjunct Class and shall be paid pro rata based on the number of pay periods worked by the Participating Adjunct Class Member during the Adjunct Class Period as a percentage of the pay periods worked by all Participating Adjunct Class Members during the Adjunct Class Period.

The number of pay periods worked will be based on Defendant's records, however, Class Members will have the right to challenge the number of pay periods worked as explained in Section 9 below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, please contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

<u>Tax Matters</u>. 100% of each individual Settlement Payment to the Participating Reimbursement Class Members constitutes a non-wage payment and shall be reported to the extent required. 20% of each individual Settlement Payment to Participating Adjunct Class Members is in settlement of wage claims, is subject to wage withholdings, and each Participating Adjunct Class Member will be issued an IRS Form W-2 for such payment; and 80% of each individual Settlement Payment to the Participating Adjunct Class Members is in settlement of claims for penalties, interest and other non-wage payments, shall not be subject to wage withholdings, and each Participating Adjunct Class Member will be issued an IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

<u>Conditions of Settlement</u>. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

5. <u>Your Estimated Settlement Award</u>

Defendant's records reflect that you have << PayPeriods>> pay periods worked during the ["Adjunct Class Period" or "Reimbursement Class Period"] Class Period (<< ClassPeriodStart>> to February 23, 2022).

Based on this information, your estimated Settlement Payment is <<EstAmount>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than December 27, 2022. A Dispute form is included with this Class Notice.

5. <u>Claims That You Are Releasing Under the Settlement</u>

Adjunct Class Released Claims: Upon the Effective Date, and upon funding, in full, of the Gross Settlement Amount, the Adjunct Participating Class Members (on behalf of themselves and their respective agents, representatives, attorneys, heirs, executors, administrators, successors in interest, and assigns) irrevocably and unconditionally fully release and discharge Defendant and the Released Parties from any and all claims, whether known or unknown, liquidated or unliquidated, that were alleged or could have been alleged based on the facts pled in the operative Complaint, for any alleged violations by Defendant including without limitation California Labor Code §§ 201-203, 226(a) and (e), 226.2, 226.7, 512, 1194, 1194.2, and 2802, Business & Professions Code § 17200, *et seq.*, California Industrial Commission Wage Orders, and California Code of Regulations Title 8 §§ 11040, 11000 *et seq.*, and all claims for attorneys' fees and costs and statutory interest in connection therewith, which arose during the Adjunct Class Period ("Adjunct Released Class Claims"). "Released Parties" means Laguna College of Art and Design and each of its parent corporations, affiliates, subsidiaries (direct and indirect),

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divisions, predecessors, insurers, reinsurers, successors, and assigns, and each of their current and former employees, attorneys, officers, directors, trustees, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities.

This means that, if an Adjunct Class Member does not timely exclude themselves from the settlement, such Adjunct Class Member cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party for the Adjunct Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to the Adjunct Class Member and legally bind such Adjunct Class Member.

Reimbursement Class Released Claims: Upon the Effective Date, and upon funding, in full, of the Gross Settlement Amount, Plaintiffs and Reimbursement Participating Class Members (on behalf of themselves and their respective agents, representatives, attorneys, heirs, executors, administrators, successors in interest, and assigns) irrevocably and unconditionally fully release and discharge Defendant and the Released Parties from any and all claims, whether known or unknown, liquidated or unliquidated, that were alleged or could have been alleged based on the facts pled in the operative Complaint, for any alleged violations by Defendant including without limitation California Labor Code § 2802, Business & Professions Code § 17200, *et seq.*, California Industrial Commission Wage Orders, and California Code of Regulations Title 8 § 11040 and all claims for attorneys' fees and costs and statutory interest in connection therewith, which arose during the Reimbursement Class Period ("Reimbursement Released Class Claims"). "Released Parties" means Laguna College of Art and Design and each of its parent corporations, affiliates, subsidiaries (direct and indirect), divisions, predecessors, insurers, reinsurers, successors, and assigns, and each of their current and former employees, attorneys, officers, directors, trustees, adagents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities.

This means that, if a Reimbursement Class Member does not timely exclude themselves from the settlement, such Reimbursement Class Member cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party for the Reimbursement Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to the Reimbursement Class Member and legally bind such Reimbursement Class Member.

Adjunct Aggrieved Employees' Released PAGA Claims: Upon the Effective Date, and upon funding, in full, of the Gross Settlement Amount, Plaintiffs and all Adjunct Aggrieved Employees who were employed during the PAGA Period (on behalf of themselves and their respective agents, representatives, attorneys, heirs, executors, administrators, successors in interest, and assigns) irrevocably and unconditionally fully release and discharge Defendant and the Released Parties from any and all claims, whether known or unknown, liquidated or unliquidated, that were asserted or could have been asserted on their behalf based on the facts set forth in the operative pleading in the Action and/or notices submitted to the LWDA in connection with the Action, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant including California Labor Code §§ 201-203, 226(a) and (e), 226.2, 226.7, 512, 1194, 1194.2 and 2802, Business & Professions Code § 17200, *et seq.*, California Industrial Commission Wage Orders, and California Code of Regulations Title 8 §§ 11040, 11000 *et seq.*, and all claims for attorneys' fees and costs and statutory interest in connection therewith, arising during the PAGA Period ("Adjunct Released PAGA Claims").

The release of the Adjunct Released PAGA Claims shall be effective as to all Adjunct Aggrieved Employees, regardless of whether an Adjunct Aggrieved Employee submitted a request for exclusion from the Class.

<u>Reimbursement Aggrieved Employees' Released PAGA Claims</u>: Upon the Effective Date, and upon funding, in full, of the Gross Settlement Amount, Plaintiffs and all Reimbursement Aggrieved Employees who worked during the PAGA Period (on behalf of themselves and their respective agents, representatives, attorneys, heirs, executors, administrators, successors in interest, and assigns) irrevocably and unconditionally fully release and discharge Defendant and the Released Parties from any and all claims, whether known or unknown, liquidated or unliquidated, that were asserted or could have been asserted on their behalf based on the facts set forth in the operative pleading in the Action and/or notices submitted to the LWDA in connection with the Action, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant including California Labor Code § 2802, and Business & Professions Code § 17200, *et seq.*, California Industrial

Commission Wage Orders, and California Code of Regulations Title 8 § 11040 and all claims for attorneys' fees and costs and statutory interest in connection therewith, arising during the PAGA Period ("Reimbursement Released PAGA Claims").

The release of the Reimbursement Released PAGA Claims shall be effective as to all Reimbursement Aggrieved Employees, regardless of whether a Reimbursement Aggrieved Employee submitted a request for exclusion from the Class.

6. <u>How can I get a payment?</u>

To get money from the settlement, you do not have to do anything. A check for your Settlement Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: *Marantz v. Laguna College of Art & Design*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; Telephone: 1(888) 388-0304.

The Court will hold a Final Approval Hearing on March 24, 2023 at 9:00 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately three months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

After the Court approves the settlement and enters final judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.cptgroupcaseinfo.com/MarantzLagunaSettlement.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement**. However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of claims under PAGA related to the Released Claims regardless of their request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to optout postmarked no later than December 27, 2022. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement in the *Marantz v. Laguna College of Art & Design* lawsuit. The Request for Exclusion must state the Class Member's full name, address, telephone number, and the last four digits of your Social Security Number for verification purposes, and the name and number of the case, which is *Marantz v. Laguna College of Art & Design*, Case No. 30-2021-01194814-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address for the Settlement Administrator below.

Marantz v. Laguna College of Art & Design c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606

Written requests for exclusion that are postmarked after December 27, 2022, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. <u>How do I tell the Court that I don't agree with the Settlement?</u>

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service award, either in writing

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or in person. Objections that are in writing must include the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence should also state the name and number of the case, which is *Marantz v. Laguna College of Art & Design*, in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01194814-CU-OE-CXC.

All written objections must be mailed to the Settlement Administrator, no later than December 27, 2022. Sign, date, and mail your written objection by U.S. First-Class Mail to the address for the Settlement Administrator below.

Marantz v. Laguna College of Art & Design c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606

Alternatively, Class Members may appear at the Final Approval Hearing on March 24, 2023 at 9:00 a.m. to make an oral objection without submitting a written objection. Please check the Court's website for current information concerning appearances and how to view Court proceedings: <u>https://www.occourts.org/media-relations/CoronaVirusUpdate.html</u>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Payment. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. <u>Final Fairness Hearing</u>

The Court will hold a Final Approval Hearing at 9:00 a.m. on March 24, 2023, in Department CX104 of the Superior Court of California, County of Orange, Civil Complex Center, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701 before Judge William D. Claster. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1(888) 388-0304 or write *Marantz v. Laguna College of Art & Design*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; or contact Class Counsel at

HAMMONDLAW, P.C. Julian Hammond jhammond@hammondlawpc.com 1201 Pacific Ave. Suite 600 Tacoma WA 98402 Telephone: (310) 601-6766 Facsimile: (310) 295-2385 (Fax)

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the Settlement Administrator's website at www.cptgroupcaseinfo.com/MarantzLagunaSettlement. You may also get more details by examining the pleadings and other records in this litigation, including the Settlement Agreement, via the Case Access for the California Superior Court for the County of Orange available here: https://ocapps.occourts.org/civilwebShoppingNS/Login.do. To access the pleadings and other records in this litigation, input the Case Number 30-2021-01194814-CU-OE-CXC in the field and click the "Search" button. Then click the "Register of Actions" tab and select the pleading you wish to view. The Settlement Administrator's Judgment will also be posted the website on at www.cptgroupcaseinfo.com/MarantzLagunaSettlement.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Current employees of Defendant will not be retaliated against for cashing their checks. Settlement checks will be null and void one hundred eighty (180) calendar days after issuance if not deposited or cashed. In such event, the Settlement Administrator will pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds can be claimed.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.