

NOTICE OF CLASS ACTION SETTLEMENT*Travonn Haley v. Johasee Rebar, LP*Kern County Superior Court Case No. BCV-19-101679
(Complaint Filed November 19, 2018)*You are not being sued. This notice affects your rights. Please read it carefully*

To: All current and former hourly, non-exempt employees of Defendant LMS Reinforcing Steel USA, LP (formerly known as Johasee Rebar, LP) within the State of California at any time during the period from May 1, 2016 to June 21, 2023

You are receiving this Notice of Class Action Settlement because you have been identified as a person who has worked or who currently works as an hourly, non-exempt employee of LMS Reinforcing Steel USA, LP, formerly known as Johasee Rebar, LP, (“Defendant”) in the State of California at any time during the period from May 1, 2016 to June 21, 2023 (“Class Period”).

A settlement has been reached in the case entitled *Travonn Haley v. Johasee Rebar, LP*, Case No BCV-19-101679, which is pending in the Superior Court for the State of California, County of Kern (“Court”) and has been consolidated for all purposes with the case entitled *Martinez v. LMS Reinforcing Steel USA, LP*, Case No. BCV-19-100374 and BVC-20-100609 (collectively, the “Action” or “Lawsuit”), on behalf of a proposed Class, defined as: All individuals who are or were employed by Defendant in the State of California in a hourly, non-exempt position at any time during the Class Period (“Class” or “Class Member(s)”). On June 21, 2023, the Honorable David Zulfa of the Superior Court of the State of California for the County of Kern granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS AND REQUIREMENTS TO OBTAIN PAYMENT UNDER THE SETTLEMENT.

The amount of your estimated payment is listed on the enclosed Claim Form

To receive your payment, you must mail a Claim Form to the Claims Administrator by no later than September 18, 2023. If you fail to postmark or fax a Claim Form by September 18, 2023, you will not receive a payment from the settlement, but you will be bound by its terms, including the release of certain claims against Defendant. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on November 3, 2023 in Division J of the Kern County Superior Court located at 1215 Truxtun Avenue, Bakersfield, California 93301. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

On November 19, 2018, Plaintiff Haley filed a Class Action Complaint against Defendant in the Superior Court of California, County of Riverside, entitled *Travonn Haley, on behalf himself and others similarly situated, v. Johasee Rebar, LP, a Delaware limited liability company; DOES 1 through 50, inclusive*. Plaintiff Haley’s Class Action Complaint alleged violation of: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Reimburse Necessary Business Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Penalties Pursuant to Labor Code § 203; and (9) Violation of Business & Professions Code § 17200 *et seq.* On January 22, 2019, Plaintiff Haley filed his First Amended Class Action Complaint to add a cause of action seeking Penalties under the Private Attorney General Act (PAGA), Labor Code § 2699, *et seq.* On March 18, 2019, Defendant filed its Answer to Plaintiff Haley’s First Amended Complaint.

On February 8, 2019, Plaintiff Martinez also filed a Class Action Complaint against Defendant in the Superior Court of California, County of Kern, entitled *Rafael Martinez, individually, and on behalf of other members of the general public similarly situated, v. LMS Reinforcing Steel, an unknown entity; and DOES 1 through 100, inclusive*, Case No. BCV-19-100374. Plaintiff Martinez’s Class Action Complaint alleged violation of: (1) Unpaid Overtime under Labor Code § 510 and 1198; (2) Unpaid Meal Period Premiums Under Labor Code §§ 226.7 and 512(a); (3) Unpaid Rest Period Premiums Under Labor Code § 226.7; (4) Unpaid Minimum Wages Under Labor Code §§ 1194, 1197, 1197.1; (5) Final Wages Not

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Timely Paid Under Labor Code §§ 201 and 202; (6) Non-Compliant Wage Statements Under Labor Code §§ 226(a); (7) Violation of Labor Code §§ 2800 and 2802; and (8) Violation of Business & Professions Code § 17200 et seq. On April 11, 2019, Defendant filed its Answer to Plaintiff Martinez's Class Action Complaint.

On March 2, 2020, Plaintiff Martinez filed a Complaint for Civil Penalties for Violation of Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004) in Kern County Superior Court, entitled *Rafael Martinez, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (PAGA) v. LMS Reinforcing Steel USA, LP f/k/a Johasee Rebar, LP, a Delaware limited partnership; and DOES 1 through 100, inclusive*. On April 29, 2020, Defendant filed its Answer to Plaintiff Martinez's PAGA Complaint.

The Court has not decided in favor of Plaintiff Haley, Plaintiff Martinez, or Defendant. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit (the "Settlement") to avoid the costs of a trial and allow the Class Members to receive compensation from the Settlement. Plaintiffs and Class Counsel think that the Settlement is best for the Class.

On April 21, 2022, the Parties participated in mediation before David Phillips, Esq. (the "Mediator"), a respected mediator of wage and hour class actions. After a full day of negotiations, the Parties were unable to reach a settlement. However, after continued negotiations between the Parties following mediation, the Parties eventually agreed to settle on January 27, 2023.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the Class, Justice Law Corporation, and David Yeremian & Associates, Inc. ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendant has vehemently denied and continues to deny the factual and legal allegations in Plaintiffs' case and believes that the claims have no merit and that it has always complied with the law. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Instead, Defendant has agreed to settle the case solely for economic efficiency.

Summary of Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class and PAGA claims in exchange for the Maximum Settlement Amount of up to \$1,100,000. This amount is inclusive of: (1) Individual Settlement Payments to all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement ("Claimants"); (2) Class Representative Enhancement Payments in the amount of \$10,000 to each Plaintiff; (3) Claims Administration Costs currently estimated at \$14,000; (4) \$385,000 in attorneys' fees and up to \$50,000 in litigation costs and expenses to Class Counsel; (5) \$50,000 in PAGA Payment (civil penalties) to be divided seventy-five percent (75%) to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) to PAGA Aggrieved Employees.

After deducting the Class Representative Enhancement Payments, Claims Administration Costs, the PAGA Payment, and Attorneys' Fees and Costs, a total of approximately \$581,000 will be available to Claimants ("Net Settlement Amount").

The Class Administrator will make settlement payments to each Claimant. All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Workweeks each Class Member worked during the relevant Class Period. "Workweeks" means the number of weeks of employment that a Class Member worked for Defendant as an hourly, non-exempt employee in California at any time during the Class Period.

If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

IRS Forms W-2 and 1099 will be distributed to Claimants and the appropriate taxing authorities reflecting the payments they receive under the settlement. Claimants should consult their tax advisors concerning the tax consequences of the payments they receive under

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the Settlement. For purposes of this settlement, twenty percent (20%) of each Class Member's Individual Settlement Payment will be treated as wages and eighty percent (80%) as interest and penalties.

PAGA Aggrieved Employees and PAGA Payment

Under the terms of the Settlement, \$50,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Thirty-five thousand five hundred dollars (\$37,500) will be sent to the LWDA. The PAGA Aggrieved Employees will share twelve thousand five hundred dollars (\$12,500) that will be based on the number of weeks they worked during the period from November 19, 2017, to June 21, 2023.

You are a "PAGA Aggrieved Employee" eligible to share the PAGA Payment under the settlement if you are a current or former employee who worked for Defendant in a non-exempt position in the State of California at any time during the period from November 19, 2017, to June 21, 2023. ("PAGA Period").

The Claims Administrator will calculate the total number of Workweeks worked by each individual PAGA Aggrieved Employee to determine the total number of Workweeks worked by all PAGA Aggrieved Employees ("Total PAGA Workweeks") between November 19, 2017, and June 21, 2023. The Claims Administrator will use the following formula to determine each PAGA Aggrieved Employee's estimated PAGA Payment: Estimated individual PAGA Payment = $(\$12,500 \div \text{Total PAGA Workweeks}) \times \text{individual Workweeks}$ for each individual PAGA Aggrieved Employee. The portion of the PAGA Payment paid to PAGA Aggrieved Employees shall be designated as one hundred percent (100%) penalties, for which an IRS Form 1099 will be issued.

Based on your total number of pay periods within the PAGA Period, your portion of the PAGA Payment is <<PAGAAmount>>. You are responsible for paying any federal, state, or local taxes owed because of this PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives Final Approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above. As a result, you will be releasing the PAGA Released Claims which means civil penalties under PAGA related to any of the claims asserted by Plaintiffs in the Action or that could be asserted in connection with any of the Released Claims, as defined below, including but not limited to any civil penalties under PAGA for violation of 200, 201, 202, 203, 204, 210, 218.5, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.3, 248.5, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1770, 1773.1, 1774, 1775, 2800, 2802, 2810.3, or 2810.5

If you were not an employee who worked for Defendant in a non-exempt position in the State of California within the PAGA Period of November 19, 2017, and June 21, 2023, you are not a PAGA Aggrieved Employee, and this Section does not apply to you.

Your Options Under the Settlement

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

Option 1 – Submit a Claim Form to Be Eligible for Payment

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail it or fax it to the Claims Administrator postmarked no later than September 18, 2023.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written Request for Exclusion must: (a) be signed by you; (b) set forth your name, address, telephone number, and last four digits of your Social Security Number; (c) clearly state the name

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of this case, the case number, and that the Class Member does not wish to be included in the Settlement; (d) be returned to the Claims Administrator by mail at the specified address or facsimile number; and (e) be postmarked on or before the Response Deadline. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail, or equivalent, to the address below.

Travonn Haley v. Johasee Rebar, LP
c/o CPT Group Inc.
50 Corporate Park,
Irvine, CA 92606
Fax: (949) 419-3446

Website: www.cptgroupcaseinfo.com/RebarLawsuit

The written request to be excluded must be postmarked no later than September 18, 2023. If you submit a Request for Exclusion which is not postmarked by September 18, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

Option 3 – File an Objection with the Court

If you wish to object to the settlement because you find it unfair or unreasonable, you may file with the Court an objection stating why you object to the settlement. For the objection to be valid, it must include: (a) your full name, signature, address, and telephone number; (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) a clear reference to the title of this case and case number; and (d) copies of any papers, briefs, or other documents upon which the objection is based. Further, if you intend to appear at the Final Approval Hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502

Class Counsel

David Yeremian, Esq.
Roman Shkodnik, Esq.
DAVID YEREMIAN & ASSOCIATES, INC.
2540 Foothill Blvd., Suite 201
La Crescenta, California 91214
Telephone (818) 230-8380

Class Counsel

Vanessa Franco Chavez, Esq.
**KLEIN, DENATALE, GOIDNER,
COOPER, ROSENLIEB & KIMBALL, LLP**
10000 Stockdale Highway, Suite 200
Bakersfield, California 93311
Telephone (661) 395-1000

Counsel for LMS Reinforcing Steel USA, LP

All objections must be filed with the Court no later than September 18, 2023. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the settlement and exclude yourself.

You may also, if you wish, appear at the Final Approval Hearing set for November 3, 2023 at 8:30 a.m. in the Kern County Superior Court and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

Option 4 – Do Nothing

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If

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you want to obtain payment under the Settlement, you must submit a valid Claim Form by following Option 1. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following Option 2.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing, except your proportional share of the PAGA Payment. In addition, under both **Options 1** and **4** (or **3** if the Court approved the Settlement), you will be deemed to have released or waived the following claims:

The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to pay wages for hours worked, including, but not limited to, claims for failure to pay minimum wage, straight time, overtime at the appropriate regular rate or for all overtime periods worked, claims for failure to pay off-the-clock work, improper rounding, prevailing wage and overtime at the prevailing wage rate on public works jobs, travel time, and all other potential wages; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed, short, or late meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (c) claims for failure to reimburse business expenses, including for personal cell phone, uniforms, protective footwear, travel, vehicle maintenance, fuel, work boots, safety equipment, lodging, subsistence, tools, materials, and any other work-related expenses; (d) failure to keep complete or accurate payroll records; (e) waiting time penalties for untimely pay during employment and untimely final pay; (f) claims for failure to annualize benefit payments made for public works jobs across all jobs worked; (g) claims for unauthorized or otherwise improper deductions from wages; (h) civil penalties under the Labor Code Private Attorneys General Act ("PAGA"); (i) all other statutory penalties, including those recoverable under the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*, California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code, including but not limited to Labor Code Section 2698 *et seq.* or any applicable California Industrial Welfare Commission Wage Orders, in all their iterations; (j) all claims that were alleged in the Action or that could have been brought based on the facts alleged in the Action, including but not limited to, claims and theories arising under Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.3, 248.5, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1770, 1773.1, 1774, 1775, 2800, 2802, 2810.3, 2810.5, 2698, and 2699, applicable California Wage Order(s), and Business & Professions Code 17200 *et seq.* (collectively, known as the "Released Claims").

If you choose **Option 2**, you will no longer be a Class Member and will: (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims; (2) be barred from filing an objection to the settlement; and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to the money from the settlement, but only if you complete your Claim Form and postmark it by September 18, 2023. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above or the Claims Administrator at toll free at **1 (888) 268-6057**. Please refer to the Travonn Haley v. Johasee Rebar, LP class action settlement when contacting Class Counsel or the Claims Administrator.

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreements, and other papers filed in the case. Copies of these documents may be obtained at the Kern County Superior Court Office of the Clerk located at 1415 Truxtun Avenue, Bakersfield, California 93301.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT; OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Claims Administrator toll free at 1 (888) 268-6057

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

Travonn Haley v. Johasee Rebar, LP
 Kern County Superior Court Case No. BCV-19-101679 (consolidated with BCV-19-100374 and BVC-20-100609)
MAIL OR FAX TO:
 Travonn Haley v. Johasee Rebar, LP
 c/o CPT Group Inc.
 50 Corporate Park,
 Irvine, CA 92606
 Fax: (949) 419-3446
 Website: www.cptgroupcaseinfo.com/RebarLawsuit

To obtain payment under the Settlement, your Claim Form must be completed and received by fax or postmarked on or before September 18, 2023 (“Response Deadline”), or it will be rejected.

IF YOU MISS THE RESPONSE DEADLINE, YOU WILL NOT RECEIVE ANY MONEY UNDER THE SETTLEMENT.

You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, you are responsible for informing the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

You can update your address by filling out the below or contacting the Claims Administrator at any time at 1 (888) 268-6057.

<<EmployeeName>>

Name/Address Changes (if any):

<<Address1>> <<Address2>

<<City>>, <<State>> <<Zip>>

<<Phone>>

Phone:

Calculation of Individual Settlement Payments: Each Claimant’s share of the settlement is based upon the number of Workweeks he or she worked for Defendant LMS Reinforcing Steel USA, LP (formerly known as Johasee Rebar, LP) (“Defendant”) during the period from May 1, 2016, to June 21, 2023 (“Class Period”). “Workweeks” means the number of weeks of employment that a Class Member worked for Defendant as an hourly, non-exempt employee in California at any time during the Class Period.

According to Defendant’s records, you worked for Defendant as an hourly, non-exempt employee in the State of California during the Class Period for a total of <<Workweeks>> Workweeks.

Based on the preceding information, your estimated Individual Settlement Payment is <<SettAmount>>. Your final actual share may vary depending on various factors, including the number of Class Members who submit a valid and timely Claim Form. This estimated amount is calculated based on the Net Settlement Amount as described in the Notice, and after all estimated payroll withholdings (including employer share of payroll taxes).

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

If you disagree with the numbers stated above, please explain why you believe the records described above are mistaken and attach all supporting documentation (Please Note: Failure to provide documentation may result in rejection.):

If you dispute the numbers stated above, the records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant’s information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties. Such a determination by the Parties will be final and binding with no opportunity for further appeal.

Your signature below constitutes a full release, waiver, and discharge of the following claims:

The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to pay wages for hours worked, including, but not limited to, claims for failure to pay minimum wage, straight time, overtime at the appropriate regular rate or for all overtime periods worked, claims for failure to pay off-the-clock work, improper rounding, prevailing wage and overtime at the prevailing wage rate on public works jobs, travel time, and all other potential wages; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed, short, or late meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (c) claims for failure to reimburse business expenses, including for personal cell phone, uniforms, protective footwear, travel, vehicle maintenance, fuel, work boots, safety equipment, lodging, subsistence, tools, materials, and any other work-related expenses; (d) failure to keep complete or accurate payroll records; (e) waiting time penalties for untimely pay during employment and untimely final pay; (f) claims for failure to annualize benefit payments made for public works jobs across all jobs worked; (g) claims for unauthorized or otherwise improper deductions from wages; (h) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”); (i) all other statutory penalties, including those recoverable under the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*, California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code, including but not limited to Labor Code Section 2698 *et seq.* or any applicable California Industrial Welfare Commission Wage Orders, in all their iterations; (j) all claims that were alleged in the Action or that could have been brought based on the facts alleged in the Action, including but not limited to, claims and theories arising under Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.3, 248.5, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1770, 1773.1, 1774, 1775, 2800, 2802, 2810.3, 2810.5, 2698, and 2699, applicable California Wage Order(s), and Business & Professions Code 17200 *et seq.* (collectively, known as “Released Claims”).

To achieve a full and complete release, Defendant, Plaintiffs, and the Class Members acknowledge that this release is intended to include in its effect all Released Claims described above, both known and unknown. The period covered by the Released Claims extends from May 1, 2016, to June 21, 2023.

By signing below, you acknowledge that, if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

Acknowledgements and Declaration Under Penalty of Perjury:

I have received the Class Notice and submit this Claim Form under the terms of the proposed settlement described. I acknowledge I am giving up the Released Claims against the Released Parties. I understand the full terms of the proposed Settlement are on file with the court.

I declare under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on

_____ in, _____
Date City State

Sign your name here

Print your name here

Note: The above information (date, city, state, signature, and printed name) must be submitted by the Response Deadline to obtain payment under the Settlement.