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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO**

ANNA LEVINE, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ASSOCIATED STUDENTS
INCORPORATED OF CALIFORNIA
POLYTECHNIC STATE UNIVERSITY AT
SAN LUIS OBISPO, a California Corporation;
ASSOCIATED STUDENTS, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20CV-0664

**DECLARATION OF EMILIO
COFINCO REGARDING CLASS
NOTIFICATION AND
SETTLEMENT ADMINISTRATION**

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I, Emilio Cofinco, hereby declare:

1. I am employed as a case manager by CPT Group, Inc. (“CPT”), the Court-approved class action settlement administrator, for the *Levine v. Associated Students* settlement. As the case manager for this settlement, I have personal knowledge of the information provided herein, and if called as a witness, I could and would accurately testify thereto.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. For over 30 years, CPT has provided notification and/or claims administration services in thousands of class action cases. Pursuant to the Settlement Agreement for this matter, CPT was responsible for (i) printing and mailing to Class Members the *Notice of Class Action Settlement* (hereinafter referred to as the “Class Notice”); (ii) calculating Class Members’ individual settlement awards; (iii) performing National Change of Address (“NCOA”) searches; (iv) performing skip traces using Accurint to obtain updated and forwarding addresses; (v) receiving and logging undeliverable Class Notice Packets; (vi) receiving and processing completed opt-out requests; (vii) resolving Settlement Class Members’ disputes regarding workweeks during the Class Period; (viii) providing Class Counsel and counsel for Defendant with updates on the status of opt-outs and objections; (ix) handling inquiries from Class Members; (x) completing all necessary tax payments and reporting; and (xi) performing such other tasks as the Parties mutually agree or as the Court orders.

3. CPT received the Court-approved text for the Class Notice from Class Counsel on April 14, 2023.

4. CPT finalized a 6-page Class Notice. CPT received written approval from all parties and a sufficient number were printed to mail to all Class Members. Attached hereto as Exhibit “A” is a true and correct copy of the Class Notice.

5. On March 6, 2023, counsel for Defendant provided CPT with a list of Class Members (“Class List”). The Class List included (a) each Class Member’s name, (b) last-known mailing address, (c) Social Security Number, (d) phone number, (e) number of weeks worked during the California Class Period, (f) an identification of whether the Class Member is in the FCRA Class, and (g) number of pay periods during which he/she qualified as an Aggrieved Employee during the PAGA Period. The Class List

1 contained 2,325 Class Members.

2 6. On March 9, 2023, CPT conducted a National Change of Address (NCOA) search in an
3 attempt to update the Class Members' addresses as accurately as possible. A search of this database
4 provides updated addresses for any individual who has moved in the previous four years and has notified
5 the U.S. Postal Service of his or her change of address. As a result of the NCOA search, CPT was able to
6 locate 278 new addresses.

7 7. The Class Notice Packets were enclosed in envelopes with the individual Class Member's
8 name and last-known address visible on the envelope. On March 21, 2023, the Class Notice Packets were
9 mailed via U.S. first class mail to all 2,325 Class Members. The deadline in the Class Notice for Class
10 Members to submit a dispute, request for exclusion, or written objection to the settlement was May 5, 2023.

11 8. As of the date of this declaration, 131 Class Notice Packets have been returned to our office
12 by the Post Office, for which 23 new addresses were provided by the Post Office and re-mailed. For the
13 remaining 108 Class Notice Packets, CPT performed a skip-trace to locate a better address using Accurant,
14 one of the most comprehensive address databases available. Accurant utilizes hundreds of different
15 databases supplied by credit reporting agencies, public records and a variety of other national databases.

16 9. As a result of either a skip trace, request from counsel or the Settlement Class Member, a
17 total of 106 Class Notice Packets have been re-mailed to date. Additionally, eight (8) Class Notice Packets
18 had a forwarding address, which were re-mailed by the Post Office. Ultimately, there are 28 Class Notice
19 Packets undeliverable with no forwarding address, where no new addresses could be found through skip
20 trace.

21 10. As of the date of this declaration, CPT has not received any objections to the settlement.

22 11. As of the date of this declaration, CPT has not received any disputes.

23 12. As of the date of this declaration, CPT has not received any requests for exclusion from the
24 settlement.

25 13. As of this date, there are 2,325 Participating Class Members who will be paid their portion
26 of the Net Settlement Amount, estimated to be \$814,500.00 and which assumes maximum awards pursuant
27 to the settlement. The Net Settlement Amount available to pay Participating Class Members was
28 determined as follows:

Gross Settlement Fund:	\$1,350,000.00
Less Attorneys' Fees	-\$450,000.00
Less Actual Litigation Costs	-\$20,000.00
Less Plaintiff's Service Award	-\$10,000.00
Less PAGA Penalties to LWDA	-\$18,750.00
Less PAGA Payment to Aggrieved Employees	-\$6,250.00
<u>Less Settlement Administration Expenses</u>	<u>-\$30,500.00</u>
Net Settlement Amount	\$814,500.00

14. Therefore, CPT will report a total of 2,325 Participating Class Members will be sent an individual settlement payment, which represents 100% participation rate. The highest individual settlement payment is approximately \$1,321.08 and the average individual settlement payment is approximately \$293.68.

15. Pursuant to the Settlement Agreement, each Participating Class Member who is a FCRA Class Member shall receive a flat payment of One Hundred Dollars (\$100.00). The total of all such payments is the "FCRA Class Amount". CPT will report a total of 1,317 FCRA Class Members who will be paid in the aggregate amount of \$131,700.00.

16. A total of 1,203 Aggrieved Employees will be paid their portion of the PAGA Payment. Each Aggrieved Employee's share of the PAGA Payment will be proportional to the number of Pay Periods he or she worked during the PAGA Period. According to Defendant's records, Aggrieved Employees in aggregate worked a total of 27,788.61 Pay Periods during the PAGA Period. Each Pay Period is accordingly valued at \$0.22. The average estimated payment is \$2.69 and the highest is \$15.55.

17. CPT's charge for services rendered to perform its duties and responsibilities pursuant to the terms of the settlement is \$30,500.00. This includes all costs incurred to date, as well as estimated costs for completing the administration and disbursement of the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 22, 2023 at Irvine, California.



Emilio Cofinco

EXHIBIT “A”

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

(Levine v. Associated Students Incorporated of California Polytechnic State University at San Luis Obispo, Superior Court of the State of California, County of San Luis Obispo, Case Nos. 20CV-0664 and 20CV-0672)

ATTN: «EmployeeName»

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. The actual amount you receive will depend on a number of factors. Additional information is set forth below in Section 6.
Exclude Yourself On or before May 5, 2023	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 Settlement and you will not be bound by the Settlement. However, if you are also an Aggrieved Employee and exclude yourself, you will still be paid your allocation of the PAGA Payment and will remain subject to the release of the PAGA Released Claims regardless of whether you submit a request for exclusion. Instructions are set forth in Section 7 below.
Object On or before May 5, 2023	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at 9:00 a.m. on July 20, 2023, at the San Luis Obispo County Superior Court, located at 1050 Monterey Street, San Luis Obispo, CA 93408, in Department 2 before Judge Rita Federman. This hearing may change as explained below in Section 9.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you do not need to do anything to obtain your Settlement Share.

1. Why did I get this Notice?

A proposed class and representative action settlement (the “Settlement”) of the above-captioned cases pending in the Superior Court of the State of California, in and for the County of San Luis Obispo (the “Court”), has been reached between Plaintiff Anna Levine (“Plaintiff”) and Defendant Associated Students Incorporated of California Polytechnic State University at San Luis Obispo (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the California Class and/or the FCRA Class, which are defined as:

The **California Class** is defined as: “all individuals who are or were employed by Defendant in California and who are or were classified as non-exempt employees during the California Class Period.” The “California Class Period” is December 21, 2016 to August 15, 2022.

The **FCRA Class** is defined as: “all employees and prospective employees of Defendant in the United States on whom Defendant conducted a background check during the FCRA Class Period.” The “FCRA Class Period” is December 21, 2015 to August 15, 2022.

This Class Notice explains the lawsuits, 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. What is this class action lawsuit about?

On December 21, 2020, Plaintiff filed or caused to be filed a Complaint in the PAGA Action (Case No. 20CV-0664) against Defendant. Plaintiff seeks civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). On December 20, 2022, Plaintiff filed a complaint in the Class Action (Case No. 20CV-0672) against Defendant alleging the following class claims: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to provide expense reimbursement, failure to pay wages when due, violation of the Fair Credit Reporting Act (“FCRA”), violation of the Investigative Consumer Reporting Agencies Act (“ICRA”) and violation of the Consumer Credit Reporting Agencies Act (“CCRA”). On March 4, 2022, the Court issued an order consolidating the PAGA Action with the Class Action, and together, these lawsuits are referred to as the “Action”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; that Defendant complied with California wage statement requirements; that Defendant did not fail to provide required expense reimbursement; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant did not violate the FCRA, ICRA or the CCRA; that Defendant is not liable for any of the damages, penalties and other relief sought or that could be sought in the Action; and that the Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on February 14, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff’s claims. The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class and Aggrieved Employees to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members and Aggrieved Employees.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay a total amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments to Class Members and Aggrieved Employees, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the payment to the Aggrieved Employees and the Labor and Workforce Development Agency (“LWDA”) in connection with Plaintiff’s PAGA claims, and all costs and fees reasonably incurred by the Settlement Administrator for settlement administration (“Settlement Administration Expenses”). Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within fifteen (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” means sixty (60) days after the entry of the Judgment, unless there are objections or an appeal, in which case it is the date the Judgment is no longer subject to appeal. Fifteen (15) days after the Gross Settlement Amount is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members and Aggrieved Employees.

Amounts to be Paid From the Gross Settlement Amount. The following proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$35,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$450,000, and an additional amount to reimburse actual litigation costs incurred not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff, the Class and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided by the Court at the Final Approval Hearing.
- Class Representative Service Payments. A Class Representative Service Payment in an amount not more than \$10,000 for the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class and Aggrieved Employees in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- PAGA Payment. A payment of \$25,000 relating to Plaintiff’s claim under PAGA, \$18,750 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$6,250 will be distributed to the Aggrieved Employees to be allocated based on the number of pay periods worked as an Aggrieved Employee during the PAGA Period, which is December 21, 2019 to August 15, 2022. “Aggrieved Employees” are all individuals, including Plaintiff, who are or were employed by Defendant in California and who are or were classified by Defendant as non-exempt employees during the PAGA Period.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$810,000.00. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member and the Settlement Share will be calculated as follows:

Calculation for FCRA Class. From the Net Settlement Amount, each Participating Class Member who is a FCRA Class Member shall receive a flat payment of One Hundred Dollars (\$100.00). The total of all such payments is the “**FCRA Class Amount**”.

Calculation for California Class. The amount remaining from Net Settlement Amount after subtracting the FCRA Class Amount and the portion of the PAGA Payment that is payable to Aggrieved Employees shall be considered the “**California Settlement Amount.**” Each Participating Class Member who is a California Class Member shall be entitled to a portion of the California Settlement Amount as follows: (i) The Settlement Administrator shall divide the California Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members who are California Class Members, resulting in a value for each Compensable Workweek (“**Workweek Value**”); (ii) the Settlement Administrator shall then take the number of Compensable Workweeks for each Participating Class Member who is a California Class Member and multiply it by the Workweek Value to derive the appropriate payment for each California Class Member. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained 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 Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address changes, you must contact the Settlement Administrator to provide your correct address to ensure you receive your payments.

Tax Payments. Thirty percent (30%) of each Participating California Class Member’s Settlement Share shall be treated as wages (the “Wage Portion”). Accordingly, the Wage Portion is subject to payroll tax withholdings, and shall be reported

on IRS Form W-2. Seventy percent (70%) of each Participating California Class Member's Settlement Share shall be treated as statutory interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to payroll tax withholdings, and shall be reported on an IRS Form 1099. One hundred percent of each Participating Class Member's Settlement Share from the FCRA Class is in settlement of claims for alleged penalties and statutory damages and not in compromise for any alleged wage loss. Accordingly, the amount shall not be subject to payroll tax withholdings, and shall be reported on an IRS Form 1099 as appropriate under applicable regulations. Each payment from the PAGA Payment shall be in settlement of claims for alleged civil penalties and shall not be subject to payroll tax withholdings. Each amount paid from the PAGA Payment shall be reported by the Settlement Administrator on an IRS Form 1099. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute tax advice. Each Participating Class Member's tax situation is 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.

Conditions of Settlement. This Settlement and your receipt of the Settlement Share payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, Participating Class Members of the California Class, for the California Class Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims and/or causes of action that are alleged in the Action or that could have been alleged based on the facts alleged in the Action or in the PAGA Letter, including, all claims under California Labor Code sections 201-204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, all claims for failure to pay minimum wages, failure to pay overtime compensation, failure to provide required meal and rest periods, failure to provide accurate itemized statements, failure to reimburse employees for required business expenses, failure to provide wages when due, and claims under California Business and Professions Code section 17200 ("California Class Released Claims"). Upon the Effective Date, Participating Class Members of the FCRA Class, for the FCRA Class Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims and/or causes of action under FCRA that are alleged in the Action or that could have been alleged based on the facts alleged in the Class Action, including, all claims for failure to make proper disclosures and/or obtain proper authorization pursuant to 15 U.S.C., sections 1681, *et seq.*, all claims for failure to make proper disclosures pursuant to California Civil Code section 1786, *et seq.*, and all claims for failure to obtain proper disclosures pursuant to California Civil Code section 1785, *et seq.* ("FCRA Class Released Claims")

This means that, if you do not timely and properly exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any legal action against Defendant and/or any other Released Party about the California Class Released Class Claims or FCRA Class Released Claims resolved by this Settlement. It also means that all of the Court's orders and judgments in the Action will apply to you and legally bind you.

PAGA Released Claims. Upon the Effective Date, Aggrieved Employees and the State of California, for the PAGA Period, shall be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims and/or causes of action that are alleged in the Action or that could have been alleged based on the facts alleged in the Action or in the PAGA Letter, including, all PAGA claims based on alleged violations of California Labor Code sections 201-204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and all PAGA claims for failure to pay minimum wages, failure to pay overtime compensation, failure to provide required meal and rest periods, failure to provide accurate itemized statements, failure to reimburse employees for required business expenses, and failure to provide wages when due ("PAGA Released Claims").

5. How much money will I receive?

You «are arenot» a member of the FCRA Class. Therefore you will receive «FCRA Payment» FCRA Payment.

The Workweek Value is estimated to be \$4.45 per workweek. Defendant's records reflect that you worked «Workweeks» Workweeks during the California Class Period (December 21, 2016 through August 15, 2022). Based on this information, your estimated Settlement Share from the California Settlement Amount is «estAmount».

Defendant's records reflect that you worked «PAGA_Payperiods» pay periods during the during the PAGA Period (December 21, 2019 to August 15, 2022). Based on this information your estimated share of the PAGA payment is «PAGA Payment».

If you wish to challenge the number of Workweeks and/or Pay Periods attributable to you, as set forth above, 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 **May 5, 2023**.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If a settlement check is uncashed after 180 days, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of the individual who failed to cash the check where the funds may be claimed.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to you. If your address is incorrect or has changed, you must promptly notify the Settlement Administrator. The Settlement Administrator is: CPT Group, Inc. 1-888-387-1514.

The Court will hold a Final Approval Hearing on July 20, 2023, at 9:00 a.m., at the address set forth below in Section 9, to decide whether to approve the Settlement and fix the amounts to be under the Settlement. If the Court approves the Settlement and there are no appeals, payments will be mailed to you in approximately three months after this hearing. If there are appeals, resolving them can take time. Please be patient.

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, and except as stated in this Section, you will not receive a Settlement Share from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the California Class Released Claim and the FCRA Class Released Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain subject to the PAGA Released Claims regardless of whether they submit a request for exclusion. **If you worked during the PAGA Period, your share of the PAGA Payment is set forth in Section 5 above.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than **May 5, 2023**. The request to opt-out should state in substance that you wish to be excluded from the Settlement in the *Levine v. Associated Students* lawsuit. The request to opt-out should state your full name, address, telephone number, and the last-four digits of your social security number. Please include the name and number of the lead case, which is *Levine v. Associated Students*, Case No. 20CV-0664. The request to opt-out must be completed and signed by you or your legal representative if you are incapable of completing and signing the request to opt out.

The address for the Settlement Administrator is **Levine v. Associated Students Settlement Administrator** c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606. Written requests for exclusion that are postmarked after **May 5, 2023**, or are incomplete or unsigned will be rejected, and you will remain bound by the Settlement and the releases described above.

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

Any California Class Member or FCRA Class Member who has not opted out of the Settlement, yet believes that the Settlement should not be finally approved by the Court for any reason may object to the Settlement. Objections may be in writing and should state your name, current address, telephone number, and the dates of your employment in California with Defendant, and describe the specific grounds why you object to the Settlement. All written objections or other correspondence should also state the name and number of the lead case, which is *Levine v. Associated Students*, Case No. 20CV-0664.

The written objections must be mailed to the Settlement Administrator at **Levine v. Associated Students Settlement Administrator** c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606 no later than **May 5, 2023**.

Alternatively, or in addition to submitting written objections to the Settlement, you may appear in person or remotely at the Final Approval Hearing on July 20, 2023, at 9:00 a.m., to make an oral objection or to otherwise participate in the Final Approval Hearing. Currently, both in person and remote appearances at Court hearings are allowed. To appear remotely at the hearing, you may do so through Zoom as explained at <https://www.slo.courts.ca.gov/>. Check the Court's website for the most current information.

To object to the Settlement, you must not opt out of the Settlement. If the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as other Participating Class Members who do not object.

The addresses for the Parties' counsel are as follows:

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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m., on July 20, 2023, in Department 2 of the Superior Court of California, County of San Luis Obispo, 1050 Monterey Street, San Luis Obispo, CA 93408. 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 of the Settlement and to fix the amounts to be paid under the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in attending the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member or Aggrieved Employee is welcome to attend the hearing in person or remotely using the Zoom procedure explained at <https://www.slo.courts.ca.gov/>. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Levine v. Associated Students*.

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

You may contact the Settlement Administrator by calling 1-888-387-1514 or writing to **Levine v. Associated Students Settlement Administrator** c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.

This Class Notice only summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Levine v. Associated Students*. If you wish to view the Court files in person, you may go to the courthouse located at 1035 Palm Street, Room 385, San Luis Obispo, CA 93408.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.