

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by Caliber Holdings LLC as an exempt Production Manager in California at any time between April 1, 2017 and DATE, a settlement of a class action lawsuit may affect your rights.

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

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action, collective action, and PAGA representative action settlement (“the Settlement”) has been reached in a class action lawsuit entitled *Marvin Osoy v. Caliber Holdings Corporation*, Case No. 21STCV12589, filed in the Los Angeles County Superior Court (the “Action”). The lawsuit was filed by Plaintiff Marvin Osoy (“Plaintiff”) against Defendant Caliber Holdings LLC f/k/a Caliber Holdings Corporation (“Caliber”). Plaintiff and Caliber are collectively referred to as the “Parties.”

Plaintiff, a former Caliber employee, asserts claims under California law for failure to pay minimum wage and pay for all hours worked, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest break premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and failure to furnish accurate wage statements, on behalf of himself and all individuals employed by Caliber as exempt Production Managers in California at any time between April 1, 2017 and DATE (“Class Members”).

Plaintiff also asserts claims under the FLSA for failure to pay minimum and overtime wages, on behalf of himself and all individuals employed by Caliber as exempt Production Managers in California between April 1, 2018 and DATE (“FLSA Members”).

Plaintiff also asserts violations of California’s Private Attorneys General Act (“PAGA”) on behalf of himself and all individuals employed by Caliber as exempt Production Managers in California between January 27, 2020 and DATE (“PAGA Members”).

On DATE, the Court preliminarily approved the Parties’ class, collective, and PAGA action settlement. The Settlement provides for individual settlement payments based on the number of workweeks and weekly pay periods that Class Members, FLSA Members, and PAGA Members worked for Caliber as exempt Production Managers in California from April 1, 2017 and DATE.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by accessing either [REDACTED] or the Court’s docket in this case through the Court’s Case Access page at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. You may also contact the Settlement Administrator, Counsel for the Class, or Counsel for Caliber.

Do not contact the Court or the Clerk’s Office about this settlement.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	If you do nothing, you will automatically receive your share of the settlement if the Settlement receives final approval by the Court, and will be bound by the terms of the Settlement and releases described in this Notice.
EXCLUDE YOURSELF	If you do not wish to receive money from the settlement as a Class Member and wish to retain your rights to pursue the non-PAGA Labor Code claims and non-FLSA claims at issue in this lawsuit, you may submit a written request for

	exclusion to the Settlement Administrator, postmarked no later than DATE. By opting out or excluding yourself from the class action, you will not receive a settlement check as part of the class action settlement. You will not be bound by any of the non-PAGA or non-FLSA terms of the settlement and will not release any of your non-PAGA or non-FLSA legal claims against Caliber. NOTE: If you are a PAGA Member, as defined above, you cannot opt out of the PAGA Member group, even if you opt out of the class action settlement. If the settlement is approved, you will receive a check for your allocation of the PAGA portion of the settlement, and you will be bound by the PAGA portion of the release whether you cash the check or not. Additionally, if you are a FLSA Member who cashes your FLSA Settlement Payment check, you will be bound by the Released FLSA Claims even if you opt out of the Settlement as to the non-PAGA and non-FLSA portions of the Settlement.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Court no later than DATE. This option is available only if you do <u>not</u> exclude yourself from the class action settlement. All PAGA Members will be bound by the Released PAGA Claims and may not object to the Settlement Agreement as to the Released PAGA Claims.

Settlement payments only will be issued if the Court grants final approval of the Settlement.

BASIC INFORMATION

1. Why did I get this notice?

Plaintiff and Caliber reached a settlement of a class action, and Caliber's records show you are a Class, PAGA, or FLSA Member covered by this settlement. On **DATE**, the Court ordered this Notice be provided to Class, PAGA, and FLSA Members to explain the Action, the Settlement, and your legal rights.

2. What is this lawsuit about?

This is a class action, collective action, and representative action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. In the First Amended Complaint filed in the action, Plaintiff Marvin Osoy, a former Caliber employee, asserts the following claims under California law: failure to pay minimum wage and pay for all hours worked, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest break premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and failure to furnish accurate wage statements. These class claims seek recovery going back to April 1, 2017. He also asserts claims under the FLSA for failure to pay minimum and overtime wages. These collective claims seek recovery going back to April 1, 2018. For more information regarding Plaintiff's claims, you are advised to refer to the First Amended Complaint, which is available on the Settlement Administrator's website.

The Action also includes a claim for civil penalties for the above alleged Labor Code violations brought on behalf of the State of California concerning Class Members whose covered weekly pay periods go back to January 27, 2020. ("PAGA claims.")

Caliber denies Plaintiff's claims and contends that Caliber has paid its California exempt Production Managers properly and complied with all applicable laws. Caliber entered into the Settlement solely for purposes of avoiding the risks and uncertainty of litigation.

This Settlement is the result of good-faith, arm's-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and FLSA Members.

3. Has the Court decided who is right?

The Court hasn't decided whether Caliber or the Plaintiff is correct. Caliber and the Plaintiff reached a settlement by mediating the case with a neutral third party, for the sole purpose of resolving the matter and with no admission of liability or wrongdoing by Caliber.

THE SETTLEMENT BENEFITS—WHAT YOU GET

4. What does the settlement provide?

Subject to Court approval, under the terms of the Settlement, Caliber agreed to pay \$610,000 ("Maximum Settlement Amount") to settle all claims at issue of Plaintiff, Class Members, FLSA Members, PAGA Members, and Class Counsel. Portions of the Maximum Settlement Amount will be used to pay Class Counsel's attorneys' fees and costs, Plaintiff's Service Enhancement award, the costs of the Settlement Administration, the FLSA Settlement Fund for payment to FLSA Members, and payments to the State of California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties. The remainder of the Maximum Settlement Amount ("Net Settlement Amount") will be available to pay money to the Class Members who do not exclude themselves from the class. Specifically, the Maximum Settlement Amount will be allocated as follows: \$203,333.33 of the Maximum Settlement Amount will be paid to Plaintiff's Counsel as attorneys' fees, \$ [REDACTED] will be paid to Plaintiff's Counsel as costs, \$10,000 will be paid to the named Plaintiff for his services, \$10,000 will be paid to the Settlement Administrator for costs incurred in administering this settlement, \$60,000 will be paid to the FLSA Settlement Fund, \$7,500 will be paid to the State of California to settle claims alleged under PAGA, and a collective payment of \$2,500 will be paid to PAGA Members to settle claims alleged under PAGA.

The Net Settlement Amount will be divided among Class Members based on the number of workweeks each Class Member worked compared to the number of workweeks worked by all Class Members between April 1, 2017 and DATE.

The FLSA Settlement Fund will be divided among FLSA Members based on the number of workweeks each FLSA Member worked compared to the number of workweeks worked by all FLSA Members between April 1, 2018 and DATE.

The PAGA Group Payment will be divided among PAGA Members based on the number of weekly pay periods each PAGA Member worked compared to the number of biweekly pay periods worked by all PAGA Members between January 27, 2020 and DATE, including those who opt out of the class action settlement.

Tax Treatment of Settlement Payments

Class Settlement and FLSA Settlement Payments will be allocated as follows: 1/2 to unpaid wages, with all applicable taxes withheld, for which an IRS Form W-2 shall be issued, and 1/2 to non-wage recovery, including interest and penalties, for which an IRS Form 1099 shall be issued. Caliber will pay its share of payroll taxes on the amounts allocated as unpaid wages. The Settlement Class Members and FLSA Members shall be exclusively liable for any and all tax liability on the amounts allocated as non-wage recovery.

Payments to PAGA Members from the PAGA Group Payment are treated as civil penalties, not wages, for tax purposes, for which an IRS Form 1099 shall be issued.

You should consult with a tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

Settlement Administrator

The Court has appointed a neutral company, Phoenix (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also review Class and FLSA Member challenges over estimated workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is [REDACTED].

Your Weeks Worked and Estimated Individual Settlement Payment:

The settlement covers all workweeks from April 1, 2017 through DATE in which a Class Member worked for Caliber as an exempt Production Manager in California. According to Caliber’s records, you worked as an exempt Production Manager in California for some period(s) within this time period during the following dates: [StartDate] to [EndDate].

The FLSA portion of the settlement covers all workweeks from April 1, 2018 through DATE in which a FLSA Member worked for Caliber as an exempt Production Manager in California. According to Caliber’s records, you worked as an exempt Production Manager in California for some period(s) within this time period during the following dates: [StartDate] to [EndDate].

The PAGA portion of the settlement covers all weekly pay periods from January 27, 2020 through DATE in which a PAGA Member worked for Caliber as an exempt Production Manager in California. According to Caliber’s records, you worked as an exempt Production Manager in California for some period(s) within this time period during the following dates: [StartDate] to [EndDate].

Based on your work dates, the approximate amount of your recovery is: << TotalestAmount >>. This amount may change depending on participation in the settlement by all Class Members (e.g., if a Class Member opts out of the settlement, your amount may increase by a percentage of those settlement proceeds). If you are a FLSA member, your estimated recovery for the FLSA portion of the settlement is: <<FLSA_estAmount>>. If you are a PAGA Member, your estimated recovery for the PAGA portion of the settlement is: <<PAGA_estAmount>>.

Procedure for Disputing Information

If you want to dispute your employment dates for your estimated number of workweeks or pay periods, you need to provide written evidence supporting your claim by DATE and send to:

ADDRESS

Caliber’s records are presumed to be correct unless you provide documentation to the Settlement Administrator that demonstrates otherwise. Caliber’s Counsel will investigate any dispute regarding the estimated number of workweeks or pay periods you worked based on Caliber’s records and the evidence submitted by you, and Caliber will decide whether your challenge shall be accepted and whether any additional workweeks or pay periods should be credited to you. Caliber’s decision will be final and binding without a right of appeal.

5. What am I giving up in exchange for the settlement benefits?

Release by Class Members

In exchange for receiving payments under the Settlement, Plaintiff and each Class Member who has not opted out of the Settlement (which would include you) shall be deemed to have fully, finally, and forever released Caliber Releasees¹ from any and all claims, obligations, demands, rights, causes of action, and liabilities against Caliber Releasees, whether in law or equity, that have been asserted or that could have been asserted in the Complaint, the First Amended Complaint, and any amendments thereto; or that could have been asserted in the Complaint, the First Amended Complaint, and any amendments thereto, based on the facts, claims and/or allegations pled therein (“Released Class Claims”). Released Class Claims include, but are not limited to, claims for failure to pay minimum wage and pay for all hours worked, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest break premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and failure to furnish accurate wage statements, and includes all claims for recovery of compensation, overtime pay, minimum wage, premium pay, and/or all penalties under the California Labor Code and California’s Wage Orders, and claims derivative and/or related to those claims, including those under the Employee Retirement Income Security Act (“ERISA”), the California Business & Professions Code, and PAGA, from April 1, 2017 through **DATE**. All Settlement Class Members shall be bound by the release, unless they timely opt-out as explained below.

Release by FLSA Members

FLSA Members who cash their FLSA settlement checks, shall be deemed to have fully, finally, and forever released each and all of the Caliber Releasees from any and all federal wage and hour law claims, obligations, demands, rights, causes of action, and liabilities against Caliber Releasees, of whatever kind and nature, character and description, that have been asserted or that could have been asserted in the Complaint, the First Amended Complaint, and any amendments thereto; or that could have been asserted in the Complaint, the First Amended Complaint, and any amendments thereto, based on the facts, claims and/or allegations pled therein (“Released FLSA Claims”). Released FLSA Claims include, but are not limited to, claims for minimum wages, overtime wages, damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the Fair Labor Standards Act of 1938 (“FLSA”), as amended, 29 U.S.C. § 201, et seq., that have been or could have been asserted from April 1, 2018 through **DATE**.

Release by PAGA Members

Plaintiff on behalf of himself and on behalf of the LWDA and each and every PAGA Member, shall be deemed to have fully, finally, and forever released each and all of the Caliber Releasees from any and all claims, obligations, demands, rights, causes of action, and liabilities against Caliber Releasees, under PAGA that have been asserted or that could have been asserted in the Complaint, the First Amended Complaint, the PAGA letter to the LWDA, and any amendments thereto; or that could have been asserted in the Complaint, the First Amended Complaint, the PAGA letter to the LWDA, and any amendments thereto, based on the facts, claims and/or allegations pled therein (“Released PAGA Claims”). Released PAGA Claims include, but are not limited to, claims for failure to pay minimum wage and pay for all hours worked, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest break premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide reimbursement for necessary business-related expenditures, and failure to furnish accurate wage statements, and includes all such claims from January 27, 2020

¹ “Caliber Releasees” means Caliber Holdings LLC and all of its current, future, and former parents, subsidiaries, divisions, affiliates, affiliates and subsidiaries under common ownership, owners, shareholders, members, directors, officers, employees, attorneys, insurers, benefit plans, agents and independent contractors, and the predecessors, successors, and assigns of each of them.

through **DATE**. All PAGA Members shall be bound by the release as to any Released PAGA claims even if they have opted out of the Settlement Class or failed to cash in their FLSA Settlement Payment check.

HOW TO GET A SETTLEMENT PAYMENT

6. How do I get a settlement payment?

If the Settlement receives final approval by the Court, and you do not opt out, you will be mailed a check for your Class Settlement Payment at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). If you are a FLSA or PAGA Member, you will be mailed a check for your share of the FLSA Settlement Fund or PAGA Group Payment even if you opted out of the class Settlement.

7. When will I get my check?

The Court has scheduled a Final Approval Hearing on **DATE, at TIME**. If the Court approves the Settlement, and there are no appeals, the Settlement Administrator will mail you your payment approximately two months after that. If there are any appeals of the approval order, your payment may be delayed until all appeals are resolved and the settlement becomes effective.

You will only have 90 days from the date the check is issued to cash it. After 90 calendar days from the date of mailing, the checks shall become null and void. Any uncashed amounts from your settlement check will be sent to the Controller of the State of California as Unclaimed Property to be held in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

8. What if I lose my settlement check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund, <https://ucpi.sco.ca.gov/en/Property/SearchIndex>, for instructions on how to retrieve the funds.

9. What if I change my address?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

You may only request exclusion from the class action portion of the settlement. You may not opt out of the PAGA portion of the settlement.

Class Members who wish to “opt out” of and be excluded from the class action settlement must submit to the Settlement Administrator a written Request for Exclusion that must be post-marked no later than **DATE**. The Request for Exclusion must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the class action settlement.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any of the Class Member benefits under the Settlement or object to the terms of the Settlement. You will not be bound by the non-PAGA or non-FLSA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Caliber. If you are a PAGA Member, you will still receive a check with your share of the PAGA Group Payment allocated to settle PAGA Members’ claims for civil penalties and you will be bound by the release as to the Released PAGA Claims. If you are a FLSA Member, you will still receive a FLSA Settlement Payment check. All FLSA members who cash their FLSA Settlement Payment check will be bound by the Released FLSA Claims even if they opt out of the Settlement Agreement as to the non-PAGA and non-FLSA portions of the Settlement.

Requests for Exclusion that do not include all required information or that are not timely submitted are ineffective. If you do not submit a valid and timely Request for Exclusion on or before **DATE**, and if the Court grants final approval of the settlement, you will be bound by the Settlement and its releases of the Released Class Claims and you will be considered a Settlement Class Member for settlement distribution purposes.

11. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself from the non-PAGA and non-FLSA portions of the Settlement, you will be bound by all the terms of the Settlement, including the waiver and release of all Released Class Claims relating to the Action as set forth above, and you will be prevented from suing Caliber Releasees or participating in any other litigation or class action relating to the matters being settled in this Action, if the Court grants final approval of the settlement. Regardless of whether you exclude yourself from the non-PAGA and non-FLSA portions of the Settlement, if you are a PAGA Member, you will be bound by the Released PAGA Claims and you will be prevented from suing Caliber Releasees or participating in any other litigation or representative action relating to the Released PAGA Claims. Regardless of whether you exclude yourself from the non-PAGA and non-FLSA portions of the Settlement, if you are a FLSA Member and cash your check, you will be bound by the Released FLSA Claims and you will be prevented from suing Caliber Releasees or participating in any other litigation or representative action relating to the Released FLSA Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has decided that the following lawyers are qualified to represent you and all Class Members for purposes of this Settlement. This means they have been appointed to serve as Class Counsel and represent the Class Members. You will not be charged for the work performed by Class Counsel. You may also appear in the Action through an attorney of your choice, at your own expense. Class Counsel’s contact information is as follows:

POTTER HANDY LLP
Mark D. Potter
James M. Treglio
8033 Linda Vista Rd., Suite 200

San Diego, CA 92111
 Tel: (858) 375-7385
 Fax: (888) 722-5191
 mark@potterhandy.com
 jimt@potterhandy.com

13. How will the costs of the lawsuit and the settlement be paid?

You will not be charged for any costs. The lawyers will request the Court award their fees and reimburse their advancement of litigation expenses, from the Maximum Settlement Amount. Subject to court approval, Class Counsel will ask the Court to award attorneys' fees to compensate them for the work performed for the benefit of the Class up to one-third of the Maximum Settlement Amount. Class Counsel also will ask the Court to reimburse litigation costs of \$ [REDACTED].

In addition, and subject to Court approval, Class Counsel will ask the Court to authorize a Service Enhancement award of up to \$10,000 for Plaintiff for his work and effort in prosecuting this case, for undertaking the risks of payment of costs (in the event the outcome of this Action was not favorable) and a general release of all claims.

The Court may award less than these amounts. If lesser amounts are awarded, those unawarded amounts may be added to the Net Settlement Amount for distribution to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

You may object only as to the class action portion of the settlement and only if you do not submit a Request for Exclusion ("opt out") from the settlement. If you do not wish to opt out of the settlement but disagree with any portion of the class action settlement terms, you have the right to file an objection. If you opt out of the class action settlement, you will be ineligible to object to any aspect of the settlement.

You may not object to the FLSA or PAGA portion of the settlement under any circumstances, whether or not you have opted out of the class action settlement. This means that if you qualify as a PAGA Member, you automatically will be bound by the PAGA portion of the settlement if the Court grants final approval of the settlement. If you are a FLSA Member, you will be bound by the FLSA portion of the settlement if the Court grants final approval of the settlement and you cash your FLSA Settlement Payment check.

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than **DATE**. Your written objection must: (a) contain your name, address, telephone number, and the last four digits of your Social Security number; (b) state the case name and number: *Marvin Osoy v. Caliber Holdings Corporation*, Case No. 21STCV12589; (c) state the specific reason for your objection including any legal support; (d) state whether you or someone on your behalf intends to appear at the final approval hearing; and (e) contain your signature.

If you do not object in the manner described above, you shall be deemed to have waived any objections to the proposed Settlement, including its fairness or adequacy, the payment of attorneys' fees or litigation costs to Class Counsel, the Service Enhancement award to Plaintiff, and any and all other aspects of the Settlement.

15. What's the difference between objecting and asking to be excluded from the Class?

You cannot both exclude yourself and object. You can do one or the other, or neither. Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action portion of the settlement only if you remain a Class Member. Excluding yourself is telling the Court that you do not want to be part of the

Settlement Class. If you exclude yourself, you have no basis to object because the class action settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you do not have to attend.

The Proposed Settlement Will be Void if the Court Denies Final Approval.

It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Caliber have agreed that, in either case, the Settlement will be void: Caliber will not pay any money and Class Members will not release any claims against Caliber Releasees. The confidentiality and non-disclosure provisions and the non-admission provisions in the Settlement will remain effective.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **DATE at TIME** in Department 55 at the Los Angeles Superior Court of California, Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. There is no time limit for the Court to make its decision.

Note: The Court may change the date of the final approval hearing without further notice to the Settlement Class. You should check the Administrator's website **WEBSITE** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Any Class Member who returns a written objection letter will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing.

17. Do I have to come to the hearing?

No. Counsel for the parties will answer any questions the judge may have. You may attend the hearing and you may ask to speak, but you do not have to attend.

If you submit an objection, you do not have to come to Court to talk about it, but you can come if you wish. As long as you mailed a valid objection on time, the Court will consider it. You also may hire and pay another lawyer besides Class Counsel to attend, but it is not required. You have the right to appear in person, by telephone or by using the Court's virtual appearance platform. Class Counsel will not represent you in connection with any objection you submitted.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you automatically will receive your Class Settlement Payment from the Net Settlement Amount after the Court has granted final approval as well as your share of the FLSA Settlement Fund if you are a FLSA Member and a PAGA Group Payment if you are a PAGA Member. If you never cash your settlement check(s), you nevertheless will be bound by all the non-FLSA terms of the Settlement, including the waiver and release of all Released Class Claims relating to the Action as set forth above, and, if you are a PAGA Member, the waiver and release of all Released PAGA Claims relating to the Action as set forth above.

GETTING MORE INFORMATION**19. How do I get more information?**

This Notice summarizes the Settlement. This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

You may visit the Settlement Administrator's website at [REDACTED] where you will find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on the website.

You may also contact Class Counsel or Counsel for Caliber for information about this lawsuit.

Write or email Class Counsel at:

POTTER HANDY LLP
Mark D. Potter
James M. Treglio
8033 Linda Vista Rd., Suite 200
San Diego, CA 92111
Tel: (858) 375-7385
Fax: (888) 722-5191
mark@potterhandy.com
jimt@potterhandy.com

Write or email Counsel for Caliber at:

Carrie A. Gonell
Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

You may also contact the Settlement Administrator at:

ADDRESS

Do not call, write, or otherwise contact the Court or the Court Clerk's Office to ask about this settlement process.