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7 Attorneys for Plaintiff(s),
8 AKANKSHA MASSEY, and all others similarly situated
(Additional attorneys for parties on following page)

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **(UNLIMITED JURISDICTION)**

13 AKANKSHA MASSEY, as an “aggrieved
14 employee” on behalf of other “aggrieved
employees” under the Labor Code Private
15 Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18 CHILDREN OF THE NIGHT, a California
19 corporation; and DOES 1–50, inclusive,

20 *Defendant(s).*

Case No. 21STCV30464

PAGA SETTLEMENT AGREEMENT

Action 8/17/2021
filed:
Dept: 20 The Honorable Kevin C.
Brazile

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ATTORNEYS FOR DEFENDANT(S)

STEVEN C. AMUNDSON (SBN 218507)
sca@manningllp.com
MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP
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Attorneys for Defendant(s),
CHILDREN OF THE NIGHT

1 Subject to Court approval by the Superior Court for the State of California, County of
2 Los Angeles (“Court”), Plaintiff Akanksha Massey (“Plaintiff”) and Defendant Children Of The
3 Night (“Defendant”) (collectively, Plaintiff and Defendant are the “Parties”) hereby agree to the
4 following binding settlement (“Settlement” or “Settlement Agreement”) of the PAGA claims in
5 the Action entitled Akanksha Massey v. Children Of The Night, Los Angeles County Superior
6 Court case no. 21STCV30464 (the “Action”).

7
8 **PAGA MEMBERS BY THE SETTLEMENT**

9 1. **PAGA Members**: This Settlement covers all current and former hourly non-
10 exempt employee California employees Defendant employed any time during the PAGA Period
(the “PAGA Members”).

11 2. **PAGA Period**: The Settlement covers the period from June 11, 2020 through the
12 date the Court approves the Settlement (the “PAGA Period”).

13 3. **Effective Date**: The effective date (“Effective Date”) of this Agreement shall be
14 the last to occur of the following that apply: (a) if no objections to the Settlement are filed, the
15 date the Court approves the Settlement; (b) if there are objections filed, but no appeal is taken on
16 the Court’s order approving the Settlement, sixty-five (65) calendar days after the date of entry
17 of an order and judgment approving this Settlement; (c) if there are intervenors to the Action,
18 and if an appeal, review or writ is not sought from the order granting approval of the settlement,
19 then upon the expiration date of the time for the filing or noticing of any appeal from, or other
20 challenge to, the judgment; or (d) if an appeal, review or writ is sought from the judgment, thirty
21 (30) calendar days after the judgment is affirmed or the appeal, review or writ is dismissed or
22 denied, and the judgment is no longer subject to further judicial review. Prior to the Effective
23 Date of the Settlement, Defendant will not be required to fund the Settlement, in whole or in part,
24 through the Settlement Administrator or any third party. If PAGA Counsel were to appeal a ruling
25 with respect to fees or costs, such appeal shall not affect the Effective Date and the Settlement
26 Administrator shall reserve such funds sufficient to cover the dispute. Any subsequent
27 distribution shall be at PAGA Counsel’s expense. If the Effective Date falls on a holiday or
28 weekend, the Effective Date shall be the next calendar day.

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4. **Gross Settlement Amount:** Defendant will pay \$50,000.00 to settle the PAGA

- a. Third-Party Settlement Administration Fees of up to Five Thousand

1 5. **Escalator Clause.** Defendant estimated for purposes of mediation that there are
2 1,367 pay periods by 49 PAGA Members for the period of June 11, 2020 through May 27, 2022.
3 Before the Parties seek or a Party seeks court approval of the Settlement, the Settlement
4 Administrator will advise Plaintiff's counsel of Defendant's report of the total number of pay
5 periods worked and PAGA Members. If the pay periods worked and/or PAGA Members as of
6 June 8, 2022 exceeds the referenced 1,367 pay periods worked and/or 49 PAGA Members by
7 more than 10.00%, the Gross Settlement Amount will increase proportionally according to the
8 number of additional pay periods worked or PAGA Members.

9 6. **Distribution of the Net Settlement Amount.** The Net Settlement Amount shall
10 be designated as PAGA penalties in full satisfaction of all claims for PAGA civil penalties under
11 the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to
12 have been violated in or reasonably related to the operative Complaint with respect to PAGA
13 Members, allocated between the LWDA and the PAGA Members pursuant to Labor Code
14 Section 2699(i) with 75.0% paid to the LWDA and 25.0% paid to the PAGA Members on a pro-
15 rata basis ("PAGA Penalties Fund"). The 25.0% of the Net Settlement Amount will be paid to
16 all PAGA Members according to the following formula: Settlement Payment to each PAGA
17 Member = $[\$[25.0\% \text{ of Net Settlement Amount}] \times [\text{Pay Periods Worked by Individual PAGA}$
 $\text{Member During PAGA Period} \div \text{Total Pay Periods Worked by All PAGA Members during}$
 $\text{PAGA Period}].$

18 7. **Settlement Administration.** Settlement Administrator Phoenix Class Action
19 Settlement Administrators, or as otherwise agreed to by the Parties and approved by the Court,
20 will administer this Settlement and will be responsible for issuing payments and appropriate tax
21 forms to PAGA Members, the LWDA, Plaintiff, and PAGA Counsel. The estimate of costs of
22 administration for the disbursement of the PAGA Penalties Fund is no more than \$3,000.00. If
23 less than \$3,000.00 is spent on the Settlement Administrator, the unused funds will be re-
24 allocated to the Net Settlement Amount.

25 8. **Court Approval of the Settlement and Distribution of Settlement Payments.**
26 The Parties will present this Settlement Agreement to the Court and will request that the Court
27 issue a Court Approval Order and Judgment approving and incorporating by reference the terms
28

1 and conditions of the Settlement Agreement (the “Court Approval Order and Judgment”),
2 dismissing the Action with prejudice, and entering judgment. The Parties shall submit this
3 Settlement Agreement for the Court’s approval by stipulation and order, unless the Court requires
4 a motion, in which event, Plaintiff will undertake that responsibility.

5 9. **Notice to LWDA.** Pursuant to California Labor Code § 2699(1)(1), Plaintiff shall
6 submit to the LWDA a copy of this Settlement Agreement and all supporting approval documents
7 at the same time that Plaintiff submits it to the Court for approval.

8 10. **Funding of the Settlement.** Within forty-five (45) calendar days after the
9 Effective Date and notice by the Court or Plaintiff that the Action has been dismissed with
10 prejudice, Defendant shall deposit the Gross Settlement Amount with the Settlement
11 Administrator, who shall issue payment to PAGA Counsel and Plaintiff within twenty (20)
12 calendar days of receipt of the Gross Settlement Amount. Within twenty (20) calendar days after
13 the Effective Date, Defendant shall provide the Settlement Administrator with a list of all PAGA
14 Members with each listed employee’s full name, hiring, and, if applicable, termination dates in
15 connection with the employee’s employment with Defendant during the PAGA Period, last
16 known mailing address, and social security number. Within twenty (20) calendar days of receipt
17 of the list of all PAGA Members, the Settlement Administrator shall run all the addresses of
18 PAGA Members through the United States Postal Service NCOA database to obtain current
19 address information, and issue payments to (a) PAGA Members; (b) the LWDA; and (c) itself.
20 The Settlement Administrator will skip-trace return mail and re-mail within five (5) calendar
21 days. The Settlement Administrator will issue the appropriate tax forms for all payments issued
22 under this Settlement. If the Effective Date falls on a holiday or weekend, the Effective Date
23 shall be the next calendar day.

24 11. **Settlement Payments to PAGA Members:** The Settlement Administrator will
25 issue each PAGA Member a check for his or her share of the Net Settlement Amount along with
26 an explanatory letter in the form attached as Exhibit A. Checks will remain negotiable for one
27 hundred eighty (180) days. Any checks returned as non-deliverable on or before the check
28 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
affixed thereto. Funds represented by settlement checks returned as undeliverable and those

1 settlement checks remaining un-cashed for more than 180 days after issuance shall be paid to the
2 California State Controller's Office Unclaimed Property Fund with an identification of the
3 amount of unclaimed funds attributable to each PAGA Member. The Parties do not bear any
4 liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of
5 checks. Unless responsible by its own acts of omission or commission, the same is true for the
6 Settlement Administrator. All settlement payments to PAGA Members will be treated as
7 miscellaneous income for which an IRS Form 1099 will be issued by the Settlement
Administrator if required by law.

8 12. **Release of Plaintiff's Individual Claims:** Plaintiff releases the Released Parties
9 from of all claims, demands, rights, liabilities and causes of action of every nature and description
10 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,
11 contract, or for violation of any state or federal statute, rule, law or regulation (including without
12 limitation the California Fair Employment and Housing Act and the California Labor Code)
13 arising out of, relating to, or in connection with any act or omission of the Released Parties
14 through the date of full execution of this Agreement in connection with her employment or the
15 termination thereof. With respect to the General Release, Plaintiff stipulates and agrees that,
16 through the Final Approval Date, Plaintiff shall be deemed to have, and by operation of the Final
17 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law,
18 the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
similar provision under federal or state law, which provides:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
20 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
21 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
22 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

23 Plaintiff acknowledges that she may hereafter discover facts different from or in addition to those
24 which each she or her attorneys now know or believe to be true with respect to the matters
25 released in this settlement, and agrees that the release so given in Paragraph 12, shall be and
26 remain in effect as a full and complete release of all claims, notwithstanding any such different
or additional facts.

1 13. **Settled and Released PAGA Claims.** As of and subject to the occurrence of the
2 Effective Date, and in consideration for the Gross Settlement Amount, the claims settled, fully
3 released and forever discharged by the LWDA and the PAGA Members, including Plaintiff,
4 constitute any and all claims for civil penalties Plaintiff, the PAGA Members, and the State of
5 California may have against the Released Parties under the California Labor Code, Wage Orders,
6 regulations, and/or any other provisions of state and federal law arising from allegations that the
7 PAGA Members suffered Labor Code violations based on failure to pay employees all earned
8 wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to
9 indemnify for business expenses, failure to issue proper wage statements, failure to timely pay
10 wages, and any other Labor Code violations that were alleged in the Action, or that could have
11 been alleged in the Action based on the facts alleged in the Action, which includes, but is not
12 limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510,
13 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802, and 2698 *et seq.* (“PAGA Released
14 Claims”). The “Released Parties” are Children Of The Night and its present and former parent
15 companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders,
16 officers, directors, employees, agents, attorneys, insurers, successors and assigns, and all persons
17 acting by or through or in concert with any of them, and each of them (hereinafter “Released
18 Parties”).

19 14. **No Credit Toward Benefit Plans.** Payments to PAGA Members as referenced
20 herein will not be utilized to calculate any additional benefits under any benefit plans to which
21 any PAGA Member may be eligible, including, but not limited to profit-sharing plans, bonus
22 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
23 other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not
24 affect any rights, contributions, or amounts to which any PAGA Member may be entitled under
25 any benefit plans.

26 15. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
27 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
28 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
demand, action, cause of action or right herein released and discharged.

1 16. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not
2 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any
3 other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
4 will be null and void, and the Parties will be returned to their original respective positions.

5 17. **Continued Jurisdiction.** After entry of the Court Approval Order and Judgment,
6 the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6
7 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
8 Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval matters as
9 may be appropriate under court rules or as set forth in this Settlement.

10 18. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the
11 Parties' settlement terms regarding the Action. No other prior or contemporaneous written or
12 oral agreements may be deemed binding on the Parties.

13 19. **Amendment or Modification.** This Settlement Agreement may be amended or
14 modified only by a written instrument, signed by either all the Parties or their successors-in-
15 interest or counsel for all Parties.

16 20. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
17 warrant and represent they are expressly authorized by the Parties whom they represent to
18 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
19 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
20 execute any other documents required to effectuate the terms of this Settlement Agreement. The
21 Parties and their counsel will cooperate with each other and use their best efforts to effect the
22 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
23 content of any document needed to implement the Settlement, or on any supplemental provisions
24 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
25 assistance of the Court to resolve such disagreement.

26 21. **Binding on Successors and Assigns.** This Settlement Agreement will be binding
27 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
28 defined.

1 22. **California Law Governs.** All terms of this Settlement Agreement and Exhibit(s)
2 hereto will be governed by and interpreted according to the laws of the State of California.

3 23. **Execution and Counterparts.** This Settlement Agreement is subject only to the
4 execution of all Parties. However, the Settlement Agreement may be executed in one or more
5 counterparts. All executed counterparts and each of them, including facsimile and scanned
6 copies of the signature page, will be deemed to be one and the same instrument.

7 24. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties
8 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
9 and have arrived at this Settlement after arm's-length negotiations by experienced counsel before
10 Kimberly S. Deck, an experienced and well-respected mediator who focuses on mediation of
11 employment matters involving alleged wage and hour violations. The Parties further
12 acknowledge that they are each represented by competent counsel and that they have had an
13 opportunity to consult with their counsel regarding the fairness and reasonableness of this
14 Settlement.

15 25. **Denial of Liability.** The Parties expressly recognize that the making of this
16 Settlement Agreement does not in any way constitute an admission or concession of wrongdoing
17 on the part of Defendant, the Released Parties, or Plaintiff. Nothing in this Settlement, nor any
18 action taken in implementation thereof, nor any statements, discussions or communications, nor
19 any materials prepared, exchanged, issued or used during the course of this Action, is intended
20 by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible
21 in any way in any other judicial, arbitral, administrative, investigative or other forum or
22 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,
23 regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding
24 the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as
25 its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or
26 judgments of the Court entered into in connection therewith.

27 26. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
28 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
29 extent possible consistent with applicable precedents so as to define all provisions of this

1 Settlement Agreement valid and enforceable. If any provision of this Settlement Agreement or
2 the application thereof is held invalid, the invalidity shall not affect other provisions or
3 applications of this Settlement Agreement which can be given effect without the invalid
4 provisions or application and, to this end, the provisions of this Settlement Agreement are
5 declared to be severable. Notwithstanding the foregoing, no portion of any release contained
6 herein may be deemed severed or deleted from this Agreement, except upon waiver in writing
7 by the applicable party.

8 27. **Captions.** The captions and section numbers in this Settlement Agreement are
9 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
10 or intent of the provisions of this Settlement Agreement.

11 28. **Waiver.** No waiver of any condition or covenant contained in this Settlement
12 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
13 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
14 right or remedy.

15 29. **Enforcement Action.** In the event that one or more of the Parties institutes any
16 legal action or other proceeding against any other Party or Parties to enforce the provisions of
17 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
18 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
19 fees and costs, including expert witness fees incurred in connection with any enforcement
20 actions.

21 30. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the
22 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
23 will not be construed more strictly against one party than another merely by virtue of the fact that
24 it may have been prepared by counsel for one of the Parties, it being recognized that, because of
25 the arms-length negotiations between the Parties, all Parties have contributed to the preparation
26 of this Settlement Agreement.

27 31. **Representation By Counsel.** The Parties acknowledge that they have been
28 represented by counsel throughout all negotiations that preceded the execution of this Settlement

1 Agreement, and that this Settlement Agreement has been executed with the consent and advice
2 of counsel, and reviewed in full.

3 32. **Cooperation and Execution of Necessary Documents.** All Parties will
4 cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate
5 the terms of this Settlement Agreement.

6 33. **Binding Agreement.** The Parties warrant that they understand and have full
7 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
8 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
9 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
10 provisions that otherwise might apply under federal or state law.

11 34. **Confidentiality.** The Parties and their counsel agree that they will not issue any
12 press releases, initiate any contact with the press, respond to any press inquiry or have any
13 communication with the press about the fact, amount or terms of the Settlement. PAGA Counsel
14 may respond to press inquiries by stating the matter has been resolved and refer the press to court
15 filings. In addition, PAGA Counsel agree that they will not engage in any advertising or
16 distribute any marketing materials specifying any material terms specifically relating to the
17 Settlement of this case, including but not limited to any postings on any websites maintained by
18 PAGA Counsel. Any communication about the Settlement to PAGA Members will be limited
19 to a statement that a settlement has been reached and the details will be communicated in a
20 forthcoming notice letter in the form attached hereto as Exhibit A. Plaintiff is prohibited from
21 discussing the terms or the fact of this PAGA Settlement with third parties other than (1) her
22 immediate family members, and (2) her respective accountants or lawyers as necessary for tax
23 purposes. Nothing herein shall restrict PAGA Counsel from including publicly available
information regarding this Settlement in future judicial submissions regarding PAGA Counsel's
qualifications and experience.

24 07 / 19 / 2022

25 DATE


26 Akanksha Massey, Plaintiff
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DATE July 20, 2022

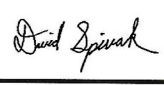
Dr. Lois Lee
President
Defendant Children Of The Night



APPROVED AS TO FORM

THE SPIVAK LAW FIRM

07 / 19 / 2022



DATE

David Spivak for Plaintiff(s) Akanksha
Massey

07 / 14 / 2022



DATE

for Plaintiff Akanksha Massey

MANNING LLP

07/14/2022



DATE

Steven Amundson for Defendant Children Of
The Night

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EXHIBIT A

1 **NOTICE OF PAGA SETTLEMENT**

2 *Akanksha Massey v. Children Of The Night*
3 *(Superior Court of California, Los Angeles County*
4 *Case No. 21STCV30464*

4 <<Phoenix Class Action Settlement Administrators>>

5 []

5 []

6 Telephone: []

7 «Barcode» «BarcodeString»

8 SIMID «SIMID»

8 «FirstName»

9 «LastName»

9 «Address1» «Address2»

10 «City» «State» «Zip»

11 You are receiving this notice as a result of lawsuit brought on a representative basis under
12 the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”). The
13 plaintiff in the Action is Akanksha Massey (“Plaintiff”) and the defendant is Children Of The
14 Night (“Defendant”). The Action seeks civil penalties for purported violations of the California
15 Labor Code on behalf of all Defendant’s current and former California non-exempt employees
16 (“PAGA Members”) who Defendant employed during the PAGA Period of June 11, 2020
17 through the date the Court approves the settlement. Defendant denies all claims and allegations
18 in the Action, denies that it owes any penalties, and asserts that it has fully complied with all
19 applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the
20 Action, Defendant has settled the case and the Court has approved the settlement and release of
21 claims. By settling the Action, Defendant is not admitting that it has done anything wrong. As of
22 and subject to the occurrence of the Effective Date of the Settlement, the Settlement resolves,
23 and in consideration for the Gross Settlement Amount, the claims settled, fully released and
24 forever discharged by the LWDA and the PAGA Members, including Plaintiff, constitute any
25 and all claims for civil penalties Plaintiff, the PAGA Members, and the State of California may
26 have against the Released Parties under the California Labor Code, Wage Orders, regulations,
27 and/or any other provisions of state and federal law arising from allegations that the PAGA
28 Members suffered Labor Code violations based on failure to pay employees all earned wages,
failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify
for business expenses, failure to issue proper wage statements, failure to timely pay wages, and
any other Labor Code violations that were alleged in the Action, or that could have been alleged
in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged
violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174,
1174.5, 1194, 1194.2, 1197, 1197.1, 2802, and 2698 et seq. (“PAGA Released Claims”). The
“Released Parties” are Children Of The Night and its present and former parent companies,
subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers,
directors, employees, agents, attorneys, insurers, successors and assigns, and all persons acting
by or through or in concert with any of them, and each of them (hereinafter “Released Parties”).

1 By Order dated <<court approval order date>>, the Superior Court of the State of
2 California, Los Angeles County approved the Settlement of the PAGA claims.

3 According to the Defendant's records, you are an PAGA Member and therefore entitled
4 to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice
5 is your check for your share. The settlement check shall remain valid for 180 days. Thereafter,
all uncashed checks shall be distributed to California State Controller's Office Unclaimed
Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA
Member.

6 Please Note: One hundred percent (100%) of your individual PAGA payment under this
7 Settlement will be considered penalties and may be subject to local, state, or federal tax
8 withholdings and will be reported to the IRS and state tax authorities. You should rely on your
9 own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff
10 nor Defendant have made any representations or warranties regarding the taxation of your
11 individual PAGA payment. Nothing within this notice or any other communication shall
constitute or be construed or relied upon as tax advice within the meaning of United States
Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate
tax forms pertaining to your payment.

12 Do not call or write the Court or Office of the Clerk to ask questions about the settlement
13 or to ask questions about the claims process. If you have any questions, you may call or write to
14 Phoenix Class Action Settlement Administrators (the Settlement Administrator) using the contact
15 information at the top of this correspondence.
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