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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

12
13 MARK D. TAFT, an individual, and on behalf of
all others similarly situated,

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15 Plaintiffs,

16 v.

17 SALADINO'S INC., a California Corporation;
and DOES 1-50, inclusive,

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19 Defendants.
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Case No.: 34-2021-00304595

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 15, 2024
Time: 9:00 a.m.
Dept.: 23
Judge: Hon. Jill Talley

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Taft v. Saladino’s Inc.* matter. On behalf
6 of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted
7 with the information contained herein, and in the event of being summoned to provide testimony, I am
8 fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *of Class Action and PAGA Settlement* (referred to as “Notice Packet”); (b) receiving and processing
20 requests for exclusion; (c) resolving disputes among Settlement Class Members regarding the number
21 of workweeks recorded by Defendants during the Class Period, as stated on their individualized Class
22 Notice.; (d) calculating individual settlement award amounts; (e) processing and mailing settlement
23 award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
24 issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any
25 unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually
26 agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On November 15, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On December 19, 2023, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 2,394 individuals.

9 6. In preparation for the mailing process, all 2,394 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On January 11, 2024, the Notice Packet was sent to all 2,394 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. On February 14, 2024, a reminder postcard was mailed to the Class Members. A copy of the
20 mailed postcard is attached hereto as **Exhibit B**.

21 9. As of the date of this declaration, our office has received 160 returned Notice Packets as
22 undeliverable. Among these, 2 Notice Packets were returned with a forwarding address, and we promptly
23 re-mailed it to the provided forwarding address. For the remaining 158 Notice Packets without a
24 forwarding address, Apex conducted a computerized skip trace in order to acquire updated addresses for
25 the purpose of re-mailing the Notice Packet. This skip trace effort resulted in obtaining 45 updated
26 addresses, to which we promptly re-mailed the Notice Packets via U.S First Class Mail.

1 10. As of the date of this declaration, there have been 47 Notice Packets re-mailed in total. Out of
2 these, 2 were re-sent due to a forwarding address provided by the USPS, while the remaining 45 were
3 re-mailed as a result of Apex's skip-tracing efforts.

4 11. As of the date of this declaration, 113 Notice Packets have been considered undeliverable as no
5 updated address was found despite conducting skip tracing.

6 12. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
7 for submitting a request for exclusion from the Settlement is February 26, 2024.

8 13. As of the date of this declaration, Apex has not received any objections to the Settlement. The
9 deadline for submitting a written objection to the Settlement is February 26, 2024.

10 14. As of the date of this declaration, Apex will report 2,394 Participating Class Members,
11 constituting 100% of the total 2,394 Settlement Class Members.

12 15. The total number of workweeks worked by Participating Class Members during the Class Period
13 is 99,976.14. The Net Settlement Amount available is \$211,018.87 for which \$199,768.87 is estimated
14 to go to Participating Class Members and \$11,2500 to Aggrieved Employees. This amount was
15 calculated by subtracting the requested attorneys' fees (\$150,000.00), the amount requested for litigation
16 costs and expenses (\$20,231.13), the requested General Release Payment (\$10,000.00), the requested
17 Settlement Administration Costs (\$25,000.00), and the LWDA PAGA Payment (\$33,750.00) from the
18 Gross Settlement Amount (\$450,000.00).

19 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
20 to be approximately \$549.78, the *average* Individual Settlement Amount is currently estimated to be
21 approximately \$83.45, and the *lowest* Individual Settlement Amount is currently estimated to be
22 approximately \$0.29. These amounts are subject to employee-side tax and withholdings.

23 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$11,250.00) will be allocated to
24 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
25 cannot opt out of the PAGA settlement. There are 1,265 Aggrieved Employees who worked a total of
26 41,080 weeks during the PAGA Period.

1 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$33.72, the
2 *average* individual PAGA share is approximately \$8.89, and the *lowest* individual PAGA share is
3 approximately \$0.04.

4 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
5 and anticipated expenses, amount to \$25,000.00. Apex will proceed with additional tasks related to this
6 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
7 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
8 upon by the Parties or ordered by the Court for Apex to undertake.

9 I declare under penalty of perjury under the laws of the State of California and the United States
10 that the foregoing is true and correct, and that this Declaration was executed this 21st day of February
11 2024, in Irvine, California.

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MADELY NAVA

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO
NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

MARK D. TAFT, individually and on behalf of all others similarly situated, Plaintiff, v. SALADINO’S INC., a California Corporation; and DOES 1-50, inclusive, Defendants.	Case No. 34-2021-003049595 NOTICE OF CLASS ACTION SETTLEMENT JUDGE: LAURI A. DAMRELL DEPT: 28
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the following case entitled: (1) *Mark D. Taft v. Saladino’s Inc.*, Case No. 34-2021-003049595 and (2) *Mark D. Taft v. Saladino’s* Case No. 34-2021-00310936 (herein referred as “The Lawsuits”). You are receiving this notice because the records of Saladino’s Inc., (“Defendant” or “Saladino’s”) indicate that you are a current or former non-exempt employee that falls within the following proposed “Class” and/or Aggrieved Employee, which are defined as:

All non-exempt employees that worked for Defendant in California between July 26, 2018 through April 1, 2023 (the “Class”); and/or

All non-exempt employees who worked for Defendant in California from July 20, 2021 through April 1, 2023 (PAGA).

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all persons who are members of the Class (“Class Members”) and Aggrieved Employees, for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with Saladino’s in any way whatsoever.

The Court has ordered that this notice be sent to you because Saladino’s records indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuits. The notice is also intended (i) to describe the Settlement, including how the Net Settlement Fund will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THIS CLASS AND PAGA ACTION LAWSUIT ABOUT?

This Class and Representative PAGA Action Settlement Agreement and Release (“Settlement” or “Agreement”) encompasses the actions (1) *Mark D. Taft v. Saladino’s Inc.*, and Case No. 34-2021-003049595 and (2) *Mark D. Taft v. Saladino’s* Case No. 34-2021-00310936.

The Lawsuits alleged various wage and hour causes of action premised on alleged violations of the California Labor Code including the failure to: pay minimum wages, overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay wages, failure to pay wages during employment, failure to provide accurate wage statements, failure to reimburse business expenses incurred, failure to keep requisite payroll records, for unlawful deductions, for issuing payment of wages in non-Labor Code compliant instruments, for unfair competition, and for civil penalties pursuant to the Private Attorney’s General Act.

Saladino's maintains that it has complied with all applicable state and federal laws. Saladino's denies any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits. Saladino's agreed to the terms of the Settlement in order to avoid the time and expense associated with litigation.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Saladino's have negotiated a settlement whereby Saladino's has agreed to pay Four Hundred-Fifty Thousand Dollars (\$450,000.00) to resolve the Lawsuits, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by Saladino's of any liability.

III. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Saladino's will pay Four Hundred-Fifty Thousand Dollars (\$450,000.00) to settle the claims of all Class Members who do not timely opt-out.

B. A Settlement Administrator has been appointed by the Court to administer the Settlement. The Settlement Administrator will pay from the Four Hundred-Fifty Thousand Dollars (\$450,000.00): (1) Plaintiff's counsel's attorneys' fees of the litigation, up to the amount of \$150,000.00; (2) Plaintiff's counsels' litigation costs, up to the amount of \$25,000.00; (3) The expenses of administering the Settlement, estimated at approximately \$25,000.00; (4) a General Release Payment to Plaintiff in the amount of \$10,000.00; and (5) \$33,750.00 to the California Labor & Workforce Development Agency (LWDA), representing 75% of the \$45,000.00 allocated to the settlement of Plaintiff's claim for penalties under PAGA. The remainder of the \$450,000.00, currently estimated to be at least \$195,000.00, will be available to be distributed to all Class Members; this amount is called the "Net Settlement Fund".

C. The Net Settlement Fund to be distributed to the Class Members will be divided as follows: Individual Settlement Payments will be paid from the Net Settlement Fund pursuant to the settlement formula. The Net Settlement Fund shall be divided among the Settlement Class Members on a pro-rata basis based on the following: (i) using the Class Information, the Settlement Administrator will compute the total number of workweeks of all Class Members collectively during the Class Period; this sum shall be known as the "Compensable Work Weeks"; (ii) the Settlement Administrator will divide the Net Settlement Fund by the Compensable Workweek total to determine the settlement value for each workweek (the "Workweek Value"); and (iii) the Settlement Administrator will multiply the number of workweeks of a Class Member during the Class Period by the Workweek Value to determine that Class Member's Individual Settlement Payment.

Each Class Member's workweeks shall be calculated by Saladino's from its records. Settlement payments will be allocated one-third (1/3) wages, one-third (1/3) interest, and one-third (1/3) penalties. Each recipient of any monies paid in accordance with this Settlement Agreement is responsible for any taxes associated with the monies received by each recipient.

D. "PAGA Settlement Amount" means the payment made hereunder to the LWDA and Aggrieved Employees pursuant to PAGA. The Parties will seek approval from the Court for a total PAGA Settlement Amount of \$45,000, which shall be allocated and paid as follows: 75% (\$33,750) out of the Gross Settlement Amount to the California Labor and Workforce Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$11,250) from the Net Settlement Amount paid and distributed to the Aggrieved Employees based on the number of pay periods worked as an Aggrieved Employee during the PAGA Period. If the Court approves a different total PAGA Settlement Amount, the amount shall be allocated and paid using the same percentages. Aggrieved Employees will receive a PAGA Payment and are bound by the PAGA release even if they opt out of class action settlement.

Each Aggrieved Employees Pay Periods shall be calculated by Saladino's from its records.

E. If the Court grants final approval of the Settlement and you do not opt-out of the Settlement, then you will release Saladino's and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof, (collectively the "Released Parties") from:

Any and all claims during the time period of July 20, 2018 through April 1, 2023, alleged in either or both civil Complaints or those that could have been brought based on the claims asserted in the operative civil Complaints and/or the LWDA letter including the following: 1) failure to provide meal periods; 2) failure to provide rest periods, 3) failure to pay wages (including overtime or minimum wages based on theories of alleged off-the-clock work, miscalculation of the regular rate of pay for overtime, meal period or rest break premium wages and paid sick leave), 4) making unlawful deductions from earned wages without authorization; 5) failure to pay all wages due to discharged and quitting employees; 6) failure to furnish accurate itemized wage statements; 7) failure to reimburse for necessary business expenses; 8) engaging in unfair business practices.

F. Additionally, Aggrieved Employees will release Defendant and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof, (collectively the “Released Parties”), from any and all claims during the time period of July 20, 2018 through April 1, 2023, alleged in the PAGA Civil Complaint or those that could have been brought based on the claims asserted in the operative PAGA Civil Complaint and/or the LWDA letter including the following claims under PAGA: 1) failure to provide meal periods; 2) failure to provide rest periods, 3) failure to pay wages (including overtime or minimum wages based on theories of alleged off-the-clock work, miscalculation of the regular rate of pay for overtime, meal period or rest break premium wages and paid sick leave), 4) making unlawful deductions from earned wages without authorization; 5) failure to pay all wages due to discharged and quitting employees; 6) failure to furnish accurate itemized wage statements; 7) failure to reimburse for necessary business expenses; 8) engaging in unfair business practices.

IV. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the \$450,000.00 settlement and be bound by the release of all claims described above and all other terms of the Settlement Agreement as approved by the Court. In order to receive your Individual Settlement Payment and/or PAGA Payment, you do not need to do anything.***

Based on Saladino’s internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator, as set forth in Section III ¶ 33:

Saladino’s records reflect that you worked for Saladino’s in California for «Class_Weeks» weeks during the Class Period, and your estimated gross Individual Settlement Share is \$«Est_Class_PMT». This is an estimated number and may change based on the Settlement Administrator’s final calculation of the Net Settlement Amount.

Saladino’s records reflect that you worked for Saladino’s in California for «PAGA_Weeks» weeks during the PAGA Period, and your estimated gross PAGA Payment is \$«Est_PAGA_PMT». This is an estimated number and may change based on the Settlement Administrator’s final calculations.

The Individual Settlement Payments and PAGA Payments will be paid by checks after the Settlement is given final approval by the Court. Your check will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for 180 days from the date on which it is mailed. If any Class Member’s Individual Settlement Payment check is not cashed within 180 days after it is mailed, or an envelope mailed to a Class Member is returned and no forwarding address can be located, then any such amounts shall be transmitted to the State of California Unclaimed Property division.

B. ***You may opt out of the Settlement, and thus not participate in it, in which case you will not receive your Individual Settlement Payment and you will not be bound by the terms of the Settlement.*** However, ***if you choose to opt out of the Class Settlement, you will still be bound by the PAGA settlement and release and will receive your PAGA Payment.*** In order to opt out, you must send a written request for exclusion by United States mail to the Settlement Administrator, APEX Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, by no later than February 26, 2024 (45 calendar days after mailing of this notice, the “Response Deadline”). In order to be considered valid, your request for exclusion ***must*** be in writing and: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. If you elect to Opt- Out you will not be able to participate in the settlement, and will not receive a share of the settlement proceeds.

C. You may dispute the Calculations of Your Individual Settlement Payment. In order to dispute the amount of your Individual Settlement Payment or PAGA Payment, and the number of workweeks used to calculate the Individual Settlement Payment or PAGA payment, you must send a written dispute by United States mail to the Settlement Administrator, APEX Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, by no later than February 26, 2024 (45 calendar days after mailing of this notice). In order to be considered, your dispute **must** be (1) timely; and (2) accompanied by records or documentation supporting your position such as wage statements, W2 forms, time records, calendars, memoranda, emails, or any other type of documentation. In response to any timely dispute, the Settlement Administrator will use Saladino's records and any information you provide to resolve any dispute about your workweek data.

D. You may object to the Settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your Individual Settlement Payment and PAGA Payment based on your number of credited workweeks and/or Pay Periods and will issue and mail you a check(s).

B. It is important for the Settlement Administrator and the parties to the Lawsuits to have your current address in order to be able to send you other mailings regarding the Lawsuits. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your Individual Settlement Amount.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Fairness Hearing, at which the Court will decide whether or not the proposed settlement is fair, reasonable, and adequate, will be held on March 15, 2024, at 9:00 a.m., in Department 28 of the Sacramento County Superior Court, 720 9th Street, Sacramento, California 95814. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

A. You may object to the proposed Settlement as unfair, unreasonable, and/or inadequate or believe the Settlement should not be finally approved for any reason. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement.

B. Any objection to the Settlement must be in writing. All written objections and supporting papers must include the following: (i) the full name and signature of the objecting Class Member; (ii) be submitted to the Settlement Administrator; (iii) set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection; (v) state whether the objecting Class Member is represented by counsel, and identify any such counsel; (vi) be filed or postmarked on or before February 26, 2024 (45 days after mailing of this Notice). If you do decide to file your written objections and supporting papers in person, please visit the Court's website at <https://www.saccourt.ca.gov/>, for the most current information about in-person access to the Court.

The Court retains final authority with respect to the consideration and admissibility of any objections. Counsel for the Parties shall file any response to any objections at least ten (10) court days before the date of the Final Fairness and Approval Hearing.

However, if you do not opt out of the Settlement you may appear at the final approval hearing and voice an objection, whether or not you submit a prior written objection.

C. If you do not object in this manner as described, you will have given up your right to object to the Settlement. If you file an objection, you do not have to come to the Court to talk about it. As long as you submit your

written objection on time, the Court will consider it. You may also pay your own lawyer to appear in Court on your behalf.

D. If you do not make your objection in the manner provided for in this notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appealing the fairness, reasonableness, or adequacy of the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the Settlement. For more detailed information you may review Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and all other settlement related documents and motions, which are posted for your review at www.apexclassaction.com/saladinos. Additionally, all papers filed in the Lawsuits, including Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions may be examined by accessing the Court docket, Case Number 34-2021-003049595, in this case through the Court's online services system, at <https://www.saccourt.ca.gov/>. There may be a fee required to review the materials via the online court system. Additionally, all papers filed in the Lawsuits, including Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, Case Number 34-2021-003049595, which is located in the office of the Clerk of the Los Angeles Superior Court, Spring Street Courthouse, 720 9th Street, Sacramento, California 95814 and is available for viewing during regular office hours (Mon.–Fri., 8:30 a.m.-12:30p.m., excluding holidays). However, please visit the Court's website at <https://www.saccourt.ca.gov/> for the most current information about in-person access to the Court.

If you have any questions, you can call the Settlement Administrator at (800) 355-0700 or any of the attorneys representing the Class (see below for Class Counsel's phone number).

ATTORNEYS REPRESENTING THE CLASS

James Hawkins APLC
James R. Hawkins
Gregory Mauro
9880 Research Drive, Suite 200
Irvine, California 92618
Tel: (949) 387-7200; Fax: (949) 387-6676
james@jameshawkinsapl.com
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ATTORNEYS REPRESENTING SALADINO'S

McCormick, Barstow, Sheppard,
Wayte & Carruth LLP
Christina C. Tillman, #258627
christina.tillman@mccormickbarstow.com
7647 North Fresno Street
Fresno, California 93720
Telephone: (559) 433-1300
Facsimile: (559) 433-2300

**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE
COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT**

Exhibit B

REMINDER ABOUT YOUR RIGHTS IN THE SALADINO'S CLASS ACTION
SETTLEMENT

If you worked for Saladino's as a non-exempt employee in California between July 26, 2018 and April 1, 2023, you may be entitled to a payment from this class action settlement.

You should have received a detailed Notice explaining the settlement terms and your options. Please read it carefully as it affects your rights.

Important Deadlines:

Opt Out Deadline: February 26, 2024

Objection Deadline: February 26, 2024

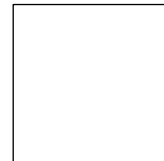
Dispute Deadline: February 26, 2024

Final Approval Hearing: March 15, 2024

To receive a payment, you do not need to do anything. Your estimated payment is stated in the Notice.

To opt out or object, follow the instructions in the Notice by the deadlines above.

Questions? Visit www.apexclassaction.com/saladinoss or call (800) 355-0700



TAFT V. SALADINO'S INC.
c/o APEX CLASS ACTION LLC
PO BOX 54668
IRVINE CA 92619-9800