Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Matthew Richard Soto (SBN 353499)
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

GEANEE COLEMAN, individually, and on behalf of other members of the general public similarly situated; CHELSEA HANSEN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, Plaintiff, vs. ALEGRECARE, INC., an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No: RG20063958 Honorable Noël Wise Department 21 **<u>CLASS ACTION</u>** **DECLARATION OF MARY BUTLER REGARDING NOTICE AND SETTLEMENT ADMINISTRATION**

DECLARATION OF MARY BUTLER

I, MARY BUTLER, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5607. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed thousands of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Geanee Coleman and Chelsea Hansen ("Plaintiff"), and Alegrecare, Inc. ("Defendant"), (collectively the "Parties"), to provide settlement administration services in the *Geanee Coleman v. Alegrecare Inc.*, case ("Settlement"). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel and Class Members; (d) printing and mailing the Notice of Class Action Settlement to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL-FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. Spanish-

speaking representatives are available during normal business hours. The toll-free telephone number included in the Notice of Class Action Settlement was (866) 605-2603 and was live on November 28, 2023.

NOTIFICATION TO THE CLASS

5. On November 3, 2023, Simpluris received the Court-approved Notice of Class Action Settlement (hereafter "Class Notice"). The Class Notice advised Class Members of their right to request exclusion from the Settlement, object to the Settlement, dispute Workweeks, do nothing, and the implications of each such action. The Class Notice advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information.

6. On November 8, 2023, Defendant's Counsel provided Simpluris a Class List containing each Class Member's last known full name, last known mailing address, last known telephone number, Social Security Number, the start and end dates of employment as an hourly-paid or non-exempt employee of Defendant in California during the Class Period, and such other information as was necessary for Simpluris to calculate Workweeks during the Class Period ("Class Data and List"). The Class Data and List contained data for one thousand forty-six (1,046) individuals.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate one hundred seventy-three (173) updated addresses using NCOA prior to the mailing of the Class Notice.

8. On November 28, 2023, the Class Notice was mailed to one thousand forty-six (1,046) individuals identified as Class Members. The Class List was mailed via First Class. A copy of the Class Notice is attached hereto as **Exhibit A**.

9. A total of one hundred eighty-three (183) Class Notices were returned to Simpluris. Of these, twelve (12) were returned with a forwarding address. If a Class Member's Class Notice was

returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address. Through the advanced address searches, Simpluris was able to locate one hundred fifty-three (153) updated addresses and Simpluris promptly mailed a Class Notice to those updated addresses. Ultimately, there are eighteen (18) Class Notices that remain undeliverable.

10. The Escalator Clause of the Settlement Agreement indicates that the Defendant represented that during the period of June 8, 2016 through August 17, 2021, there were 1,050 Class Members and that collectively they had worked 54,430 Workweeks. Should the actual number of Workweeks for the Class Period increase by more than ten percent (10%) (i.e., the Workweeks for the period referenced are actually more than 59,876), then the Maximum Settlement Amount shall increase by $27.56 for each Workweek above 59,873. Alternatively, should the actual number of Class Members for the Class Period increase by more then ten percent (10%) (i.e. more than 1,155 Class members), then the Maximum Settlement Amount shall increase by $1,428.57 for each Class Member above 1,155. The total number of Workweeks during this period was 55,065, which does not exceed the Escalator Clause. The total number of Class Members during the Class Period was 1,046, which does not exceed the Escalator Clause.

REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES

11. Class Members had forty-five (45) calendar days after Simpluris mailed the Class Notice to Class Members to submit a Request for Exclusion, submit a Workweek Dispute, and/or submit an Objection. The Response Deadline was January 12, 2024, which was then extended by five (5) calendar days, to January 17, 2024, for Class Members who were re-mailed the Class Notice.

12 As of this date, Simpluris has not received any Requests for Exclusion from the Settlement.

13. As of this date, Simpluris has not received any Objections to the Settlement from Class Members.

14. As of this date, Simpluris has not received any Workweeks Disputes from Class Members.

CLASS MEMBER AWARDS

15. As of this date, there are one thousand forty-six (1,046) Settlement Class Members who will be paid their portion of the Net Settlement Amount.

16. The Net Settlement Amount of $702,000.00 available to pay Settlement Class Members was determined by subtracting the Attorneys' Fees ($525,000.00), Attorneys' Costs ($20,000.00), Enhancement Payment ($15,000.00), LWDA Payment $225,000.00, and the Settlement Administration Costs ($13,000.00) from the Gross Settlement Amount of $1,500,000.00.

17. The ***average estimated Individual Settlement Payment*** is $671.13, the ***highest estimated Individual Settlement Payment*** is $3,579.50, and the ***lowest estimated Individual Settlement Payment*** is $12.69.

ADMINISTRATION COSTS

18. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are $13,000.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of March 2024, in Frisco, TX.

Mary C. Butler

Mary Butler

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Geanee Coleman v. Alegrecare Inc.
Superior Court of California for the County of Alameda, Case No. RG20063958

«IMbullBarcodeEncoded»

SIMID «SIMID»
«Barcode Encoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Geanee Coleman ("Plaintiff Coleman") individually and on behalf of the Class, Plaintiff Chelsea Hansen ("Plaintiff Hansen"), individually and on behalf of the Class and the State of California pursuant to the Private Attorney's General Act (together, "Plaintiffs"), and Alegrecare, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Geanee Coleman v. Alegrecare Inc.*, Superior Court of California for the County of Alameda, Case No. RG20063958 ("Action"), which may affect your legal rights. On November 6, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on April 12, 2024, at 9:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former hourly-paid or non-exempt employees of Defendant in California at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from June 8, 2016, through October 31, 2021.

II. BACKGROUND OF THE LAWSUIT

On June 8, 2020, Plaintiff Coleman filed the Class Action Complaint for Damages in the Superior Court of California for the County of Alameda Case No. RG20063958 ("Original Complaint"). On August 21, 2020, Plaintiff Coleman filed the First Amended Class Action Complaint for Damages ("First Amended Complaint") removing the eighth cause of action for violation of California Labor Code section 1174(d) (Failure to Keep Requisite Payroll Records). On August 24, 2021, Chelsea Hansen provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were violated ("LWDA Notice"). On May 5, 2023, Plaintiff Coleman filed the Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq., a cause of action under the California Private Attorneys General Act ("PAGA") and adding Plaintiff Hansen to the Action ("Operative Complaint" or "Second Amended Complaint").

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under California Labor Code section 2698, *et seq*. (PAGA). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

On September 17, 2021, the Parties participated in mediation with a respected class action mediator, and as a result, the

On **November 6, 2023**, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs as the representatives of the Class ("Plaintiffs" or "Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Annabel Blanchard
Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total maximum settlement amount is One Million Five Hundred Thousand Dollars ($1,500,000) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Settlement Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount equal to Thirty-Five Percent (35%) of the Maximum Settlement Amount (i.e., $525,000) and reimbursement of litigation costs and expenses in an amount up to Twenty Thousand Dollars ($20,000) to Class Counsel; (2) Settlement Administration Costs in an amount not to exceed Thirteen Thousand Dollars ($13,000) to the Settlement Administrator; (3) Enhancement Payments in an amount not to exceed Seven Thousand Five Hundred Dollars ($7,500) *each* to Plaintiffs Coleman and Hansen (totalling $15,000) for their services in the Action; and (4) the amount of Three Hundred Thousand Dollars ($300,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalties"). Note: The PAGA Penalties will be distributed 75% (i.e., $225,000) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $75,000) will be distributed to Settlement Class Members on a *pro rata* basis.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount ("Settlement Share") based on the number of weeks employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period ("Workweeks").

The Settlement Administrator has divided your individual Workweeks by the number of Workweeks of all Class Members combined ("Total Workweeks") to yield your "Individual Percentage Allocation" and then multiplied your Individual Percentage Allocation by the Net Settlement Amount to yield your estimated Settlement Share that you may be eligible to receive under the Settlement (which is listed in Section III.C below). If you do not submit a valid and timely Request for Exclusion, you will be issued payment of your final Individual Settlement Payment.

Each Settlement Share will be allocated as one-fifth (1/5) wages, which will be reported on an IRS Form W-2, and four-fifths (4/5) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Settlement Shares, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Settlement Shares shall be paid by Defendant in addition to the Maximum Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you have been credited with «MERGED_WW» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (1) contains your full name, current address, current telephone number, and the last four digits of your Social Security Number or employee ID, and signature; (2) contains the case name and number of the Action (*Geanee Coleman v. Alegrecare Inc.,* Case No. RG20063958); (3) contains a clear statement explaining the basis for your dispute of the number of Workweeks credited to you; (4) attaches any documentation that you have to support the dispute (unless a disputing Class Member submits documentary evidence in support of his or her dispute, the records of the Defendant will be determinative); and (5) is mailed or faxed to the Settlement Administrator at the specified addressing Section IV.B below, postmarked or fax-stamped **on or before January 12, 2024.**

C. Your Estimated Settlement Share

As explained above, your estimated Settlement Share is based on the number of Workweeks credited to you.

> **Under the terms of the Settlement, your Settlement Share is estimated to be $«MERGED_EstSettAmnt_CALC». The Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Settlement Share reflected in this Notice is only an estimate. Your actual Settlement Share may be higher or lower.

D. Released Claims

Upon the Effective Date, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims they may have or had.

Upon the Effective Date and fully funding of the Maximum Settlement Amount, and except as to such rights or claims as may be created by the Settlement, Plaintiff Hansen, as an agent and proxy of the State of California and the LWDA, and the

LWDA, fully release and discharge the Released Parties from the Released PAGA Claims.

"Released Class Claims" refers to all claims, demands, rights, liabilities, and/or causes of action that were pled or that could have been pled based on the Operative Complaint, arising during the Class Period, under California state law, including and not limited to claims or causes of action based on the California Labor Code, Industrial Welfare Commission Wage Orders, and California Business & Professions Code section 17200, et seq., for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558,1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Order Nos. 2-2001, 4-2001, 5-2001, and 15-2001 for the failure to pay minimum wages, the failure to pay or properly calculate overtime wages, the failure to provide meal periods, the failure to provide rest periods, the failure to pay waiting-time penalties, the failure to timely pay wages during employment and at termination of employment, the failure to keep and maintain accurate payroll records, the failure to provide accurate itemized wage statements, the failure to reimburse business expenses, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq. based on the allegations in the Operative Complaint.

"Released PAGA Claims" refers to all claims, demands, rights, liabilities, and/or causes of action that were pled or that could have been pled based on the Operative Complaint and LWDA Notice, arising during the Class Period, under California state law, including and not limited to claims or causes of action based on the California Labor Code, the Private Attorneys General Act, California Labor Code section 2698, et seq. (i.e., PAGA), and Industrial Welfare Commission Wage Orders for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Order Nos. 2-2001, 4-2001, 5-2001, and 15-2001 for the failure to pay minimum wages, the failure to pay or properly calculate overtime wages, the failure to provide meal periods, the failure to provide rest periods, the failure to pay waiting-time penalties, the failure to timely pay wages during employment and at termination of employment, the failure to keep and maintain accurate payroll records, the failure to provide accurate itemized wage statements, and the failure to reimburse business expenses, based on the allegations in the Operative Complaint and LWDA Notice, and civil penalties pursuant to PAGA. "Released Parties" refers to Defendant and any of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, and its respective successors and predecessors in interest, subsidiaries, parents, and attorneys.

E. <u>Attorneys' Fees and Costs to Class Counsel</u>

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., $225,000) and reasonable litigation costs and expenses actually incurred in an amount not to exceed Twenty Thousand Dollars ($20,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. <u>Enhancement Payments to Plaintiffs</u>

Plaintiff Coleman will seek the amount of Seven Thousand Five Hundred Dollars ($7,500) and Plaintiff Hansen will seek the amount of Seven Thousand Five Hundred Dollars ($7,500) ("Enhancement Payments"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to each of their Individual Settlement Payments that they are entitled to under the Settlement.

G. <u>Settlement Administration Costs to Settlement Administrator</u>

Payment to the Settlement Administrator is estimated not to exceed Thirteen Thousand Dollars ($13,000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must submit a written letter indicating a request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (1) contain your full name, current address, current telephone number, the last four digits of your Social Security Number or employee ID number, and signature; (2) contain the case name and number of the Action (*Geanee Coleman v. Alegrecare Inc.,* Case No. RG20063958); (3) contain a clear statement indicating that you seek exclusion from the Settlement; and (4) be mailed or faxed to the Settlement Administrator at the specified address, postmarked or fax-stamped **on or before January 12, 2024:**

Coleman v. Alegrecare Inc.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax Number: (714) 824-8591

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Settlement Class Member and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a valid and timely written objection to the Settlement ("Notice of Objection") to the Settlement Administrator.

A Notice of Objection must be in writing and include: (1) your full name, current address, current telephone number, last four digits of your Social Security number or employee ID number, and signature; (2) contain the case name and number of the Action (*Geanee Coleman v. Alegrecare Inc.,* Case No. RG20063958); (3) contain a clear statement explaining your objection(s) to the Settlement; (4) attach any documents on which you are relying for your objection; (5) contain a clear statement indicating whether or not the Settlement Class Member is represented by counsel and identifying any such legal counsel; (6) contain a clear statement indicating whether or not you are represented by counsel and identifying any such legal counsel; (7) contain a clear statement indicating whether you intend to appear at the Final Approval Hearing to present your objection(s); and (8) be mailed or faxed to the Settlement Administrator at the specified address listed in Section IV.B above, post-marked or fax-stamped, **on or before January 12, 2024.**

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 21 of the Superior Court of California, County of Alameda, located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland California 94612, on **April 12, 2024**, at **9:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, the LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office, located at 1225 Fallon Street, Oakland California 94612, during business hours, or by online by visiting the following website: https://www.alameda.courts.ca.gov/, clicking the drop-down menu "Online Services," selecting "eCourt Public Portal (Civil)," clicking "Searches," clicking "Case Number Search," and typing in the Court Case Number "RG20063958."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (866) 605-2603, OR YOU MAY ALSO CONTACT CLASS COUNSEL.