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11 individually and on behalf of all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ALAMEDA**
14

15 NHYELA WASHINGTON, individually and on
16 behalf of all others similarly situated,

17 Plaintiffs,

18 v.

19 PREDICINE, INC., A Delaware Corporation;
20 and does 1-50, inclusive,

21 Defendants.
22

Case No.: 21CV003730

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

Date: September 19, 2024
Time: 10:00 a.m.
Dept.: 23
Judge: Hon. Michael Markman

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 *Washington v. Predicine*, matter. On
6 behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am 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 and PAGA Action 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 April 18, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received approval
3 from the Parties' Counsel before being mailed.

4 5. On May 20, 2024, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the total number of relevant
6 workweeks worked by each Settlement Class Member. The data file was successfully uploaded to our
7 database, where it underwent a thorough review to identify any duplicates or potential inconsistencies.
8 The Class List consisted of a total of 66 individuals.

9 6. In preparation for the mailing process, all 66 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 June 12, 2024, The Notice Packet was sent to all 66 individuals listed in the Class List using
18 U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 7 returned Notice Packets as
20 undeliverable. Of the 7 returned Notice Packets, none were returned with a forwarding address.
21 Therefore, Apex conducted a computerized skip trace on the 7 returned Notice Packets in order to acquire
22 updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted in
23 obtaining 6 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First Class
24 Mail.

25 9. As of the date of this declaration, there have been 6 Notice Packets re-mailed as a result of Apex's
26 skip-tracing efforts.

27 10. As of the date of this declaration, 1 Notice Packet has been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has received 1 request for exclusion. The deadline for
2 submitting a request for exclusion from the Settlement was August 12, 2024.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was August 12, 2024.

5 13. As of the date of this declaration, Apex will report 65 Participating Class Members, constituting
6 98.48% of the total 66 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 1,785.29, which exceeded the escalator clause threshold and thus the Gross Settlement Amount was
9 increased by \$49,683.77. As a result, the Gross Settlement Amount is \$144,683.77.

10 15. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$67,801.20 and was calculated by subtracting the requested attorneys' fees (\$48,227.92), the amount
12 requested for litigation costs and expenses (\$15,654.64), the requested Class Representative
13 Enhancement Award (\$5,000.00), the requested Settlement Administration Costs (\$4,000.00), and the
14 PAGA Payment (\$4,000.00) from the Gross Settlement Amount (\$144,683.77).

15 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
16 to be approximately \$3,597.04, the *average* Individual Settlement Amount is currently estimated to be
17 approximately \$1,043.10, and the *lowest* Individual Settlement Amount is currently estimated to be
18 approximately \$32.55. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$1,000.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 66 Aggrieved Employees who worked a total of
22 1,804.71 weeks during the PAGA Period.

23 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$52.48, the
24 *average* individual PAGA share is approximately \$15.15, and the *lowest* individual PAGA share is
25 approximately \$0.47.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$4,000.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 21st day of August
5 2024, in Irvine, California.

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10 MADELY NAVA
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Exhibit A

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

To: All current and former California non-exempt employees of Predicine, Inc. (“Defendant”), who worked at any time between December 7, 2017, and June 1, 2023 (the “Settlement Class”).

SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (“opt out”) of the class portion of the settlement. If you exclude yourself from the class settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims.
OBJECT IN WRITING	Write to the Court if you think the settlement is not fair.
OBJECT AT A HEARING	Ask to speak in Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. What is this Notice about?

The purpose of this Notice is to inform you of the settlement a class and PAGA action filed in Alameda County Superior Court on behalf of all current and former California non-exempt employees of Defendant.

Plaintiff Nhyela Washington initiated this lawsuit on December 7, 2021, by filing a Class Action Complaint in Alameda County Superior Court. The operative First Amended Complaint alleges causes of action for (1) failure to pay wages including overtime; (2) failure to provide meal periods or pay meal period premiums; (3) failure to authorize and permit rest periods or pay rest period premiums; (4) failure to timely pay wages at termination; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse business expenses; and (7) violation of Business and Professions Code sections 17200, *et seq.*; and (8) enforcement of Labor Code section 2698, *et seq.* (“PAGA”). The lawsuits is referred to in this Notice as the “Action.”

Defendant denies all allegations in the Action and contends that it has fully complied with federal, state and local wage

and hour laws. The settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment.

On March 29, 2023, Plaintiff and Defendant attended a private mediation with an experienced wage and hour mediator. Through arms-length negotiations, the Parties reached a class and PAGA settlement subject to Court approval, which is summarized in this Notice.

2. Why did I get this Notice?

You received this Notice because Defendant's records identify you as a Settlement Class Member during the period between December 7, 2017, and June 1, 2023 (the "Class Settlement Period"). The Settlement will resolve Settlement Class Members' claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under the California Private Attorneys' General Act ("PAGA"). You may also be a "PAGA Member" if you worked for Defendant during the period from December 7, 2020, through June 1, 2023 (the "PAGA Settlement Period").

The purpose of this notice is to explain the Action, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Action is the California Superior Court for Alameda County, and the Action is known as *Nhyela Washington v. Predicine, Inc.*, Case No. 21CV003730. The Court held a hearing on April 18, 2024, and the Judge Brad Seligman preliminarily approved this Settlement and directed that you and the rest of the Settlement Class receive this Notice.

The Court will hold a Final Approval hearing concerning the Settlement on September 19, 2024, at 10:00 a.m., in Alameda County Superior Court, Department 23, Administration Building, 1221 Oak Street, Oakland, CA 94612. The Final Approval Hearing may be continued to another date without further notice.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendant or made any decision as to whether this case could proceed to a trial on a class or representative basis. There was no trial, nor has the Court made any decisions on the merits. Instead, both sides agreed to a no-fault settlement of the Action after engaging in arms-length negotiations through a private mediation.

4. Who are the Attorneys for the Settlement Class and the PAGA Members?

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement, James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618, (949) 387-7200.

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$146,361.69 (referred to as the "Gross Settlement Amount"). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys' fees of one-third of the Gross Settlement Amount, which is \$48,787.23 and up to \$17,000 in costs; a Class Representative Enhancement Award of \$5,000 to Plaintiff for her work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of the Action) and for signing a general release of any claims she may have against Defendant; a \$4,000 payment as settlement for claims for civil penalties under PAGA (the "PAGA Payment"), of which 75% will go to the California Labor Workforce Development Agency ("LWDA") and 25% will be divided among the PAGA Members as described below; and Settlement Administration Costs to Apex Class Action Settlement Administrators, estimated at \$4,000. The exact amount of the attorneys' fees, litigation costs, Class Representative Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Gross Settlement Amount is the "Net Settlement Amount," which is currently estimated to be approximately \$67,574.46. The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded ("opt out") from the Settlement.

6. How will the Individual Settlement Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **A claim form is not required to become a Participating Class Member.**

Settlement Class Members who opt out of the class settlement will not become Participating Class Members and will not

receive Individual Settlement Payments and will not be bound by the class portion of this Settlement. No amount of the Gross Settlement Amount will revert to Defendant, even if Settlement Class Members choose to opt out of the Settlement. In the event that any Settlement Class Member chooses to opt out of the Settlement, the Individual Settlement Payments that would have been apportioned to that individual will instead be distributed to the Participating Class Members.

Each Participating Class Member's Individual Settlement Payment will be a pro rata share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Defendant during the Class Settlement Period (from December 7, 2017, to June 1, 2023) ("Eligible Workweeks") as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid wages; 67% of each Individual Settlement Payment reflects a compromise of claims for alleged interest, penalties and unreimbursed expenses. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest, penalties and unreimbursed expenses if required by law. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is «Class_Weeks». Based on that, your anticipated approximate Individual Settlement Payment is \$«Est_Class_PMT».

7. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the \$4,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$30,000, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or \$1,000, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Defendant during the PAGA Period (from December 7, 2020, to June 1, 2023) ("Eligible Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

Your total estimated Eligible Pay Periods is «PAGA_Weeks». Based on that, your anticipated approximate Individual PAGA Payment is \$«Est_PAGA_PMT».

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any) after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at claims@apexclassaction.com or (800) 355-0700 if you need to update your contact information.

9. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before August 12, 2024. You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible Pay Periods.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance shall be distributed to a *cy pres* recipient, Child Advocates of Silicon Valley, a tax-exempt 501(c)(3) organization that is a child advocacy program for the benefit of children, consistent with the requirements set forth in California Code of Civil Procedure § 384(a) **If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

10. **What am I giving up to get an Individual Settlement Payment?**

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” claims against the Released Parties, as follows:

Released Parties: Defendant and its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

Released Class Claims: As of the Effective Date of the Settlement, the Participating Class Members (Settlement Class Members who do not timely opt out of the Class Settlement) will release the Released Parties from all federal, state and local law claims, rights, demands, liabilities, and causes of action, asserted in any of the complaints filed in the Lawsuit, and all claims that could have been asserted in the Action arising from the same alleged facts in the complaints or in any PAGA letter sent by Plaintiff to the LWDA, including causes of action for (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest breaks and pay rest period premiums; (5) failure to indemnify necessary business expenses; (6) failure to timely pay wages during employment and all final wages; (7) failure to provide accurate itemized wage statements; (8) unfair and unlawful competition based on the Labor Code violations alleged in (1)-(7); and all claims for attorneys’ fees and costs based on the foregoing, that accrue during the Class Settlement Period (the “Released Class Claims”).

11. **What PAGA Claims are released by this Settlement?**

If the Court approves this Settlement, then the PAGA Members will fully and finally release the Released Parties from all claims for civil penalties under PAGA asserted in the Action during the PAGA Settlement Period, and all claims that could have been asserted in the Action based on the same alleged facts in the complaint or in any PAGA letter sent by Plaintiff to the LWDA, including but not limited to claims for violations of the California Labor Code for unpaid minimum wages, unpaid overtime wages, unpaid meal period premiums, unpaid rest period premiums, inaccurate wage statements, failure to keep accurate records, failure to indemnify for all necessary business expenses, and failure to timely pay wages during employment or at termination.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. **How do I exclude myself (“opt out”) of the class portion of the Settlement?**

If you wish to pursue your own separate lawsuit against any of the Released Parties for any claims covered by the Released Class Claims, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from the class settlement (that is, “opt out” of the class portion of the Settlement). However, you cannot opt out of the PAGA portion of the settlement. Those who opt out of this Settlement and who are also PAGA Members will still be bound by the release of PAGA in this Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name and number, your name, address, must be signed by you, and must reasonably communicate your election to be excluded from the class Settlement. The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before August 12, 2024. Opt-out requests postmarked after the deadline will be invalid.

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

13. If I don't exclude myself from the class settlement, can I sue Defendant for the same thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not agree with the Settlement or believe it is not fair?

If you do not think the Settlement is fair, then you can object to some or all aspects of the Settlement. Even if you object, if the Court approves the Settlement, then you will still receive an Individual Settlement Payment. Unless you opt-out of the class portion Settlement and you will be bound by Released Class Claims. You can either object to the Settlement in person at the Final Approval Hearing, or you can submit a written objection. Written objections can be mailed to the Settlement Administrator and postmarked on or before August 12, 2024, at the following address:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

The written objection should state your name, address, and describe all legal and factual reasons that you object to the terms of the settlement. You should also include or attach any documents upon which your objection is based.

THE FINAL APPROVAL HEARING WITH THE COURT

15. When and where will the Court decide whether to grant final approve of the settlement?

The Court will hold a Final Approval hearing on September 19, 2024, at 10:00 a.m., in Alameda County Superior Court, Department 23, Administration Building, 1221 Oak Street, Oakland, CA 94612. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's Enhancement Award, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

17. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, Apex Class Action, LLC by calling toll free 1-800 355-0700, or you can write to P.O. Box 54668 Irvine, CA 92619.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S MANAGERS, SUPERVISORS, OR ATTORNEYS FOR INFORMATION.