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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

NATALI AMAYA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

LIBERTY RESIDENTIAL SERVICES,
INC., a Pennsylvania corporation; LIBERTY
HEALTHCARE CORPORATION, an
unknown business entity; LIBERTY
HEALTHCARE OF CALIFORNIA, INC., a
California corporation previously identified
as fictitious DOE 1; and DOES 2 through 100,
inclusive,

Defendants.

Case No.: 37-2022-00014913-CU-OE-CTL
(LEAD CASE)

Consolidated with Case No.: 37-2022-
00018859-CU-OT-CTL (PAGA Action)

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

Date: May 29, 2026

Time: 8:30 a.m.

Dept.: C-65

Judge: Hon. Mark T. Cumba

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 *Amaya v. Liberty Residential Services, et*
6 *al.*, matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide 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 Pendency of Class and Representative Action Settlement and Final Hearing Date*, in English and
20 Spanish (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion; (c)
21 resolving disputes among Settlement Class Members regarding the number of workweeks recorded by
22 Defendants during the Class Period, as stated on their individualized Class Notice.; (d) calculating
23 individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling
24 tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
25 and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the
26 terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or
27 as ordered by the Court for Apex to perform.

1 4. On October 30, 2025, 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 November 20, 2025, Counsel for the Defendants provided Apex with the class data file,
5 comprising the Member's full name, last known address, Social Security Number, and dates worked for
6 Defendant(s) in California during the Class Period as an hourly-paid or non-exempt employee. The data
7 file was successfully uploaded to our database, where it underwent a thorough review to identify any
8 duplicates or potential inconsistencies. The Class Data consisted of a total of 759 individuals.

9 6. In preparation for the mailing process, all 759 names and addresses listed in the Class Data
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 December 17, 2025, the Notice Packet was sent to all 759 individuals listed in the Class Data
18 using 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 250 returned Notice Packets as
20 undeliverable. Apex conducted a computerized skip trace on the 250 returned Notice Packets in order to
21 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip-trace effort resulted
22 in obtaining 101 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First
23 Class Mail.

24 9. As of the date of this declaration, there have been 101 Notice Packets re-mailed as a result of
25 Apex's skip-tracing efforts.

26 10. As of the date of this declaration, 149 Notice Packets have been considered undeliverable as no
27 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was February 17, 2026.

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 February 17, 2026.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute was February 17, 2026.

7 14. As of the date of this declaration, Apex will report 759 Participating Class Members, constituting
8 100% of the total 759 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 51,488. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$1,052,560.00, and was calculated by subtracting the requested Attorney's Fees (\$700,000.00), the
12 amount requested for attorney's expenses (\$30,000.00), the requested Service Award (\$7,500.00), the
13 requested Settlement Administration Costs (\$9,940.00), and the PAGA Penalties (\$200,000.00) from the
14 Gross Settlement Amount (\$2,000,000.00).

15 16. The *highest* Individual Settlement Payment to a Participating Class Member is currently
16 estimated to be approximately \$6,746.13, the *average* Individual Settlement Payment is currently
17 estimated to be approximately \$1,386.77, and the *lowest* Individual Settlement Payment is currently
18 estimated to be approximately \$20.44. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$50,000.00) 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 554 Aggrieved Employees who worked a total of
22 15,993 pay periods during the PAGA Period.

23 18. The *highest* Aggrieved Employee Payment to an Aggrieved Employee is approximately \$281.37,
24 the *average* individual PAGA share is approximately \$92.59, and the *lowest* individual PAGA share is
25 approximately \$3.13.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$9,940.00. 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 24th day of April 2026,
5 in Irvine, California.

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MADELY NAVA

Exhibit A

Amaya v. Liberty Residential Services, et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «ApexID» «Tray_PC»
«Full_Name»
«Address_1»
«City», «State» «Zip»

«D

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Natali Amaya v. Liberty Residential Services, et al., San Diego County Superior Court
Case No. 37-2022-00014913-CU-OE-CTL)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE
CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$«Est_Class_PMT». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Natali Amaya (“Plaintiff”) and Defendants Liberty Residential Services, Inc., Liberty Healthcare Corporation, and Liberty Healthcare of California, Inc. (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former hourly-paid or non-exempt employees who worked for Liberty Residential Services, Inc., Liberty Healthcare Corporation, or Liberty Healthcare of California, Inc. in California at any time during the period beginning April 21, 2018, through August 15, 2024 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 21, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego. Plaintiff asserted the following claims: Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and Violation of California Business & Professions Code §§ 17200, et seq. On May 18, 2022, Plaintiff filed a separate representative action in the San Diego Superior Court, Case No. 37-2022-00018859-CU-OE-CTL alleging a single cause of action for violations of the Private Attorneys General Act (“PAGA”) (the “Action”). Plaintiff amended her complaint in the Class Action lawsuit on or around December 17, 2024, in order to add the PAGA claim she had previously filed as a separate lawsuit and to name Liberty Healthcare of California, Inc. as a Doe defendant.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages

and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On April 12, 2024, the Parties participated in an all-day mediation with David Rotman, an experienced mediator of wage and hour class and PAGA actions. The Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on October 30, 2025. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC and Lawyers for Justice, P.C. to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Two Million Dollars and Zero Cents (\$2,000,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$9,940.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 35% of the Gross Settlement Amount (currently \$700,000.00) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$200,000.00 relating to Plaintiff’s claim under PAGA, \$150,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$50,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendants’ records, a member of the class worked as an hourly-paid or non-exempt employee at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all current and former hourly paid or non-exempt employees who worked for Liberty Residential Services, Inc., Liberty Healthcare Corporation, or Liberty Healthcare of California, Inc in California at any time during the period beginning March 11, 2021 through August 15, 2024 (“PAGA Period”).

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Fifteen percent (15%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty-five percent (85%) of each Individual Settlement Payment is allocated to penalties and interest (“Penalty and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all the claims asserted or that could have been alleged based on the facts pleaded in the operative complaints and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" mean all claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") based on the claims asserted or that could have been alleged based on the facts pleaded in the operative complaints and any amendments thereto, along with the PAGA Notice and Amended PAGA Notice sent by Plaintiff, that occurred during the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have «Class_Workweeks» Workweeks worked during the Class Period (April 21, 2018, through August 15, 2024).

Based on this information, your estimated Individual Settlement Payment is \$«Est_Class_PMT».

Defendants' records reflect that you have «PAGA_Pay_Periods» pay periods worked during the PAGA Period (March 11, 2021, through August 15, 2024).

Based on this information, your estimated Aggrieved Employee Payment is \$«Est_PAGA_PMT».

These calculations are based on the workweeks in which you were an hourly-paid or non-exempt employee during the Class Period and PAGA Period. If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than February 17, 2026.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action, LLC.

The Court will hold a hearing on May 29, 2026, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com/liberty.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than February 17, 2026. The address for the Settlement Administrator is Apex Class Action, LLC PO Box 54668. Irvine, CA 92619; Tel: 1-800-355-0700 The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Natali Amaya v. Liberty Residential Services, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00014913-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after February 17, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Natali Amaya v. Liberty Residential Services, et al.*, **San Diego County Superior Court, Case No. 37-2022-00014913-CU-OT-CTL**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than February 17, 2026. The address for the Settlement Administrator is Apex Class Action, LLC PO Box 54668. Irvine, CA 92619; Tel: 1-800-355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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arby@calljustice.com
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T: (949) 885-1360
F: (949) 885-1380
Peter.Woo@Jacksonlewis.com
Sierra.Vierra@Jacksonlewis.com
Philip.Duclos@Jacksonlewis.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 8:30 AM on May 29, 2026, at the San Diego County Superior Court, Department C-65, located at 330 West Broadway, San Diego, CA 92101 before Judge Mark T. Cumba. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Natali Amaya v. Liberty Residential Services, et al.*, **San Diego County Superior Court, Case 37-2022-00014913**, Settlement Administrator, Apex Class Action, LLC PO Box 54668. Irvine, CA 92619 c/o Apex Class Administration.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com/liberty.



PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall distribute all funds represented by such uncashed checks, plus any interest accrued thereon, as set forth in California Code of Civil Procedure Section 384, as amended. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**AVISO DE PENDENCIA DE LA CLASE Y ACUERDO DE DEMANDA REPRESENTATIVA
Y FECHA DE AUDIENCIA FINAL**

*(Natali Amaya v. Liberty Residential Services, et al., Tribunal Superior del Condado de San Diego
Caso No. 37-2022-00014913-CU-OE-CTL)*

SUS DERECHOS PUEDEN SER AFECTADOS, SEA QUE ACTÚE O NO. LEA CON CUIDADO ESTE AVISO.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
No haga nada y reciba un Pago	Para recibir un pago en efectivo del Acuerdo, no debe hacer nada. Su Pago Individual del Acuerdo se estima en \$«Est_Class_PMT». Véase la explicación más adelante. Luego de la aprobación final del Tribunal, el pago se le enviará a esta misma dirección. Si su dirección cambia, por favor, notifique al Administrador del Acuerdo. A cambio del pago del acuerdo, usted exonerará las reclamaciones contra los Demandados, como se explica más adelante.
Excluirse	Si desea excluirse del Acuerdo, debe enviar una solicitud de exclusión por escrito al Administrador del Acuerdo. Si solicita excluirse del Colectivo y del Acuerdo, no será miembro del Acuerdo Colectivo, no recibirá ningún pago de este . Las instrucciones se detallan más adelante.
Objetar	Puede escribir al Tribunal para explicar por qué considera que el acuerdo no debe ser aprobado. Las instrucciones se detallan más adelante.

1. ¿Por qué he recibido este Aviso?

Una demanda colectiva (el “Acuerdo”) de esta demanda (la “Demanda”), pendiente ante el Tribunal Superior del Estado de California, Condado de San Diego (el “Tribunal”), ha sido alcanzada entre la Demandante Natali Amaya (“Demandante”) y los Demandados Liberty Residential Services, Inc., Liberty Healthcare Corporation, y Liberty Healthcare of California, Inc. (“Demandados”). El Tribunal ha otorgado la aprobación preliminar del Acuerdo. **Usted tiene derecho a recibir un pago por este Acuerdo.**

Usted ha recibido este Aviso de Demanda porque ha sido identificado como miembro de Clase, el cual se define como:

Todos los empleados pasados y actuales por hora no exentos, que trabajaron para Liberty Residential Services, Inc., Liberty Healthcare Corporation, o Liberty Healthcare of California, Inc. en California, durante cualquier momento del periodo comenzando del 21 de abril de 2018 al 15 de agosto de 2024 (“Periodo de Clase”).

Este Aviso de Demanda explica la demanda, el Acuerdo y sus derechos legales. Es importante que lea este Aviso con cuidado, ya que sus derechos pueden verse afectados por el Acuerdo.

2. ¿De qué trata la demanda colectiva?

El 21 de abril de 2022, la Demandante presentó una Demanda contra los Demandados en el Tribunal Superior del Estado de California, Condado de San Diego, la Demandante presentó las siguientes reclamaciones: Violación del Código Laboral de California §§ 510 y 1198 (Impago de Horas Extras); Violación del Código Laboral de California §§ 226.7 y 512(a) (Impago de Primas de Periodos de Comida); Violación del Código Laboral de California § 226.7 (Impago de Primas de Periodos de Descanso); Violación del Código Laboral de California §§ 1194, 1197, y 1197.1 (Impago de Salarios Mínimos); Violación del Código Laboral de California §§ 201 y 202 (Salarios Finales no pagados a tiempo); Violación del Código Laboral de California § 204 (Salarios no Pagados puntualmente durante el empleo); Violación del Código Laboral de California § 226(a) (Declaraciones Salariales no conformes); Violación del Código Laboral de California § 1174(d) (Incumplimiento de la obligación de conservar los registros de nómina requeridos); Violación del Código Laboral de California §§ 2800 y 2802 (No Reembolso de Gastos Comerciales); y Violación del Código de Negocios y Profesiones §§ 17200, y sig. El 18 de mayo de 2022, la Demandante presentó una demanda representativa por separado en el Tribunal Superior de San Diego, Caso No. 37-2022-00018859-CU-OE-CTL alegando una sola causa de acción por violaciones de la Ley de Procuradores Generales Privados (“PAGA”) (la “Demanda”). La Demandante enmendó su denuncia en la Demanda Colectiva alrededor del 17 de diciembre de 2024, para que se agregue la reclamación de PAGA, tuvo que presentar una demanda por separado y nombrarla Liberty Healthcare of California, Inc. como el demandado Doe.

Los Demandados niegan haber cometido nada malo o cualquier tipo asociado con las reclamaciones alegadas en la Demanda, disputan cualquier salario, daños y sanciones reclamadas por el Representante de Clase que se deban, y también sostienen que, por cualquier otro propósito que no sea el acuerdo, la Demanda no es apropiada para la clase o el tratamiento de la acción representativa. Los Demandados sostienen, sobre otras cosas, que cumplieron todo el tiempo con el Código Laboral de California y las Ordenes de Salario de la Comisión de Bienestar Industrial

El 12 de abril de 2024, las Partes participaron en un día de mediación con David Rotman, un mediador experimentado en demandas salariales y horarias y de PAGA. La mediación concluyó con una conciliación. El Tribunal ha otorgado la aprobación preliminar del Acuerdo el 30 de octubre de 2025. En ese momento, el Tribunal, además, aprobó de manera preliminar al Demandante para ser el Representante de Clase y a las firmas jurídicas JCL Law Firm, APC, Zakay Law Group, APLC y Lawyers for Justice, P.C., como los Abogados de Clase.

3. ¿Cuáles son los términos del Acuerdo?

Monto Total del Acuerdo. Los Demandados han aceptado pagar una cantidad de “un todo” en dos millones de dólares (\$2,000,000.00) (el “Monto Total del Acuerdo”) para financiar la conciliación. El Monto Total del Acuerdo incluye el pago de todos los Pagos Individuales del Acuerdo, Costos de Administración del Acuerdo, Incentivo a los Abogados de Clase, Incentivo de Servicio, y el Pago de PAGA.

Después de que la Sentencia sea Final, los Demandados pagarán el Monto Total del Acuerdo, depositando el pago ante el Administrador del Acuerdo. “Final” se refiere a la fecha en que la Sentencia ya no está sujeta a apelación, o, si una es presentada, a la fecha en que el proceso de apelación se finaliza y la Sentencia es afirmada.

Deducciones del Monto Total del Acuerdo. El Acuerdo brinda para ciertos pagos que deben realizarse del Monto Total del Acuerdo, el cual está sujeto a la aprobación final del Tribunal, y del cual se deducirán del Monto Total del Acuerdo antes de realizar los pagos a los Miembros de Clase, así:

- **Gastos de Administración de Reclamaciones.** Un Pago al Administrador del Acuerdo, en un estimado que no exceda de \$9,940.00 por gastos, incluyendo los gastos de envío de este Aviso, procesar exclusiones y distribuir los pagos del acuerdo.
- **Costos de Abogados.** Un Pago a los Abogados de Clase por sus gastos y costos que no es más del 35% del Monto Total del Acuerdo (actualmente en \$700,000.00) y los gastos de Abogados que no exceden de \$30,000 por todos los gastos incurridos como es documentado en los registros de facturación, ambos sujetos a aprobación del Tribunal. Los Abogados de Clase han trabajado en la Demanda en nombre del Demandante y de la Clase, con base en la contingencia de precios (esto significa, sin haber recibido ningún pago hasta la fecha), y han incurrido en todos los gastos de litigación y costos.
- **Honorarios por Servicio.** Un Honorario por Servicio de hasta siete mil quinientos dólares (\$7,500.00) al Demandante, o una cantidad menor, puede ser aprobado por el Tribunal para compensarle por su servicio y trabajo adicionales prestados en nombre de la Clase, por iniciar y presentar la Demanda, y por los riesgos que ha asumido.
- **Pago de PAGA.** Un pago de \$200,000.00 con relación a la reclamación del Demandante bajo PAGA, de los cuales, \$150,000.00 serán pagados a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”) y los \$50,000.00 sobrantes, serán distribuidos a los Empleados Agraviados como un Pago de PAGA.
- **Cálculo de los Pagos Individuales de los Miembros de Clase del Acuerdo.** Al deducir los montos aprobados por el Tribunal, el Incentivo de Servicio, el Pago de PAGA, y los Costos de Administración del Acuerdo del Monto Total del Acuerdo, la parte sobrante, llamada el “Monto Neto del Acuerdo”, o las “Partes del Acuerdo”, serán distribuidas a los miembros de clase que **no** soliciten exclusión (“Miembros del Acuerdo de Clase”). El Pago Individual del Acuerdo para cada Miembro de Clase será calculado al dividir el Monto Neto del Acuerdo entre el número total de semanas laborales de todos los Miembros de Clase del Acuerdo que sucedieron durante el Periodo de Clase y multiplicando el resultado por cada semana laboral de los Miembros de Clase del Acuerdo que sucedieron durante el Periodo de Clase. Una “Semana laboral” se define como siete días consecutivos durante el Periodo de Clase, según los registros del Demandado, un miembro de clase que trabajó como empleado por hora no exento, al menos un día durante dicha semana.
- **Cálculo de los Pagos de Empleados Agraviados.** El Pago de PAGA debe ser distribuido a los Empleados Agraviados independientemente de si se excluyen o se retiran del Acuerdo de Clase. El Pago de PAGA se dividirá entre el número total de periodos de pago trabajados por todos los Empleados Agraviados durante el Periodo de PAGA, y luego se multiplicará por el número de periodos de pago trabajados por cada Empleado Agraviado durante el Periodo de PAGA. Un “Empleado Agraviado” se refiere a todos los empleados por hora no exentos, que trabajaron para Liberty Residential Services, Inc., Liberty Healthcare Corporation, o Liberty Healthcare of California, Inc en California, durante cualquier momento del periodo que comienza del 11 de marzo de 2021 al 15 de agosto de 2024 (“Periodo de PAGA”).

Si el Acuerdo es aprobado por el Tribunal, usted recibirá automáticamente un cheque por su Pago Individual del Acuerdo a la misma dirección de este Aviso de Demanda, de su pago individual, No necesita hacer nada para recibir un pago. Si su dirección ha cambiado, debe contactar al Administrador del Acuerdo para informarle de su dirección actual y asegurarse de que recibirá su pago.

Asuntos Fiscales. El quince por ciento (15 %) de cada Pago Individual del Acuerdo se asignará a salarios. Los impuestos se retienen de esta cantidad y a cada Miembro del Acuerdo de Clase le será emitido un Formulario W-2 del IRS correspondiente a dicho pago. El ochenta y cinco por ciento (85 %) de cada Pago Individual del Acuerdo se asigna a sanciones e intereses prejudiciales (“Parte de Sanción e Interés”). A cada Miembro del Acuerdo de Clase le será emitido un Formulario 1099 del IRS para la Parte de Sanción e Interés del Pago Individual del Acuerdo. Además, ningún impuesto será retenido del Pago de PAGA a los Empleados Agraviados, y a cada uno de ellos se le emitirá un Formulario 1099 del IRS correspondiente a dicho pago. Ni los Abogados de Clase ni la Parte Defensora pretenden constituir un consejo en este Acuerdo sobre el manejo de los impuestos. Debe consultar a un asesor fiscal sobre las consecuencias fiscales y el manejo de las retribuciones que perciben conforme al Acuerdo.

Sin Acreditación para Planes de Prestaciones. Los Pagos Individuales del Acuerdo y Pagos de Empleado Agraviado hechos a los Miembros de Clase del Acuerdo y/o Empleados Agraviados bajo este Acuerdo de Conciliación, , también como cualquier otro pago hecho en virtud de este Acuerdo, no debe ser utilizado para calcular cualquier beneficio adicional bajo cualquier plan de beneficio al cual cualquier Miembro de Clase pueda ser elegible, incluyendo, pero no limitado a planes de participación en las ganancias, planes de bono, planes 401(k), planes de compra, planes vacacionales, planes de ausencia por enfermedad, planes de PTO, y cualquier otro plan de beneficio. Más bien, es intención de las Partes que este Acuerdo de conciliación no afecte a ningún derecho, contribución o importe al que los Miembros de Clase puedan tener derecho en virtud de cualquier plan de prestaciones.

Condiciones del Acuerdo. Este Acuerdo está condicionado a que el Tribunal dicte una orden de aprobación final del Acuerdo y emita sentencia.

4. ¿Qué Exonero Bajo el Acuerdo?

Reclamaciones Exoneradas. Desde la Fecha de Entrada de Vigor, la Demandante Miembros de Clase del Acuerdo deberán exonerar todas las Reclamaciones Exoneradas de Clase que ocurrieron durante el Periodo de Clase respecto de las Partes Exoneradas. Reclamaciones Exoneradas de Clase se refieren a todas las reclamaciones alegadas, o que razonablemente pudieron ser alegadas en base a los hechos alegados en las denuncias operativas y en las enmiendas establecidas que ocurrieron durante el Periodo de Clase; y, expresivamente excluyendo reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad,

seguridad social, seguro de accidentes de trabajo, reclamaciones fuera del Periodo de Clase. A partir de la Fecha de Entrada en Vigor y luego de financiar el Monto Total del Acuerdo por los Demandados, todos los Empleados Agravados deberán exonerar todas las Reclamaciones Liberadas de PAGA, independientemente de si se retiran del acuerdo colectivo y serán sujetos a esta Exoneración de PAGA (la “Exoneración de PAGA”). Las “Reclamaciones Liberadas de PAGA” se refiere a todas las reclamaciones por sanciones civiles bajo la Ley de Procuradores Generales Privados (“PAGA”) en base a las reclamaciones presentadas o que pudieron ser alegadas en base a los hechos alegados en las demandas operativas y cualquier enmienda establecida, junto con el Aviso de PAGA y la Enmienda del Aviso de PAGA enviado por el Demandante, que ocurrieron durante el Período de PAGA.

Esto significa que, si usted no se excluye a tiempo y de manera formal del Acuerdo, no puede demandar, continuar demandando, o ser parte de cualquier otra demanda contra los Demandados sobre los asuntos legales conciliados por este Acuerdo. También significa que todas las órdenes del Tribunal en esta Demanda se le aplicarán y que usted estará sujeto a ellas.

5. ¿De cuánto será mi pago?

Los registros de los Demandados reflejan que usted tiene «Class_Workweeks» semanas laborales durante el Periodo de Clase (21 de abril de 2018 al 15 de agosto de 2024).

Con base en esta información, su estimación del Pago Individual del Acuerdo es de \$«Est_Class_PMT».

Los registros de los Demandados reflejan que usted tiene «PAGA_Pay_Periods» periodos de pago trabajados durante el Período de PAGA (11 de marzo de 2021 al 15 de marzo de 2024).

Con base en esta información, su estimación del Pago de Empleado Agravado es de \$«Est_PAGA_PMT».

Estos cálculos son en base a las semanas laborales en las cuales usted fue un empleado por hora o no exento, durante el Periodo de Clase y el de PAGA. Si desea impugnar la información establecida anteriormente, puede enviar una disputa por escrito y firmada, impugnando la información junto con documentación de apoyo, al Administrador del Acuerdo, a la dirección proporcionada en este Aviso, a más tardar el 17 de febrero de 2026.

6. ¿Cómo puedo recibir un pago?

Para recibir un pago del acuerdo, no debe hacer nada. Un cheque para el pago del acuerdo le será enviado automáticamente a la misma dirección a la que se envió este Aviso. Si su dirección es incorrecta o ha cambiado, debe notificar al Administrador del Acuerdo, Apex Class Action LLC.

El Tribunal tendrá una audiencia el 29 de mayo de 2026, para decidir si aprobará el Acuerdo. Si el Tribunal lo aprueba, y no se presentan objeciones o impugnaciones, los pagos serán enviados en un par de meses después de esta audiencia. Si existen objeciones o impugnaciones, tomará tiempo resolverlas, tal vez hasta un año. Por favor, sea paciente. Después de la Sentencia, el Administrador del Acuerdo les brindará un aviso de la Sentencia final a los Miembros de Clase, publicando una copia de la Sentencia en el sitio web del Administrador en www.apexclassaction.com/liberty.

7. ¿Y si no quiero ser parte del Acuerdo?

Si no desea participar del Acuerdo, debe excluirse del mismo o “retirarse”. **Si usted se excluye, NO recibirá un pago del Acuerdo Colectivo ni será vinculado a sus términos, excepto como se explica a continuación.** Por favor, tenga en cuenta que hay un plazo límite para presentar sus reclamaciones en una demanda por separado, que puede expirar si la demanda no se presenta dentro de dicho plazo. Independientemente de si se retira o no del Acuerdo Colectivo, quedará sujeto a la Exoneración de PAGA, y cederá a la exoneración de las Reclamaciones Liberadas de PAGA, y recibirá un pago de la parte del Pago de PAGA.

Para excluirse, debe enviar al Administrador del Acuerdo, por correo prioritario, una solicitud escrita, firmada y con fecha de sello postal, a más tardar el 17 de febrero de 2026. La dirección es P.O. Box 54668, Irvine, CA 92619; Tel. 1-800-355-0700. La solicitud de exclusión debe indicar que el Miembro de Clase ha leído el Aviso de Demanda y desea ser excluido del acuerdo de demanda colectiva titulada *Natali Amaya v. Liberty Residential Services, et al.*, actualmente pendiente en el Tribunal Superior de San Diego, Caso No. 37-2022-00014913-CU-OE-CTL. La solicitud de exclusión debe incluir su nombre, dirección, firma y los últimos cuatro dígitos de su número de Seguro Social para fines de verificación. Usted debe firmar la solicitud. Si otra persona realiza la solicitud en nombre de un miembro de Clase, no será válida.

Las solicitudes de exclusión por escrito con sello postal después del 17 de febrero de 2026, incompletas o sin firma, serán rechazadas y esos Miembros de Clase estarán sujetos al Acuerdo y a la exoneración descrita anteriormente

8. ¿Cómo puedo expresarle al Tribunal que deseo objetar al Acuerdo?

Cualquier Miembro de Clase que no se excluya y considere que el Acuerdo no debe ser aprobado por el Tribunal por cualquier razón, puede objetar. Las objeciones deben ser enviadas por escrito y mencionar el nombre del Miembro de Clase, dirección actual, número de teléfono, y explicar por qué considera que el Acuerdo no es justo, y si usted intenta comparecer en la audiencia de aprobación final. Todas las objeciones por escrito u otra correspondencia deben mencionar el número y el nombre del caso, que es *Natali Amaya v. Liberty Residential Services, et al.*, **Tribunal Superior del Condado de San Diego, Caso No. 37-2022-00014913-CU-OT-CTL**. Además, puede objetar sin enviar una por escrito al comparecer en la audiencia de aprobación final, programada como se describirá más adelante en la Sección 9.

Para objetar al Acuerdo, no puede excluirse. Si el Tribunal lo aprueba, usted estará vinculado a sus términos de la misma manera que los Miembros de Clase que no objetan. Cualquier Miembro de Clase que no objete a la manera en que se ha explicado en este Aviso de Demanda habrá renunciado a cualquier objeción al Acuerdo, ya sea mediante apelación o de otro modo.

Las objeciones por escrito deben entregarse o enviarse al Administrador del Acuerdo a más tardar el 17 de febrero de 2026. La dirección del Administrador del Acuerdo es la Apex Class Action, LLC, PO Box 54668. Irvine, CA 92619; Tel.: 1-800-355-0700.

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9. ¿Cuándo y dónde el Tribunal decidirá si aprobar el Acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Final a las 8:30 a.m. el 29 de mayo de 2026, en el Tribunal Superior del Condado de San Diego, Departamento C-65, ubicado en 330 West Broadway, San Diego, CA 92101 ante el Juez Mark T. Cumba. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable, y adecuado. El propósito de esta audiencia es para el Tribunal determinar si otorga aprobación final al Acuerdo. Si hay objeciones, el Tribunal las considerará. El Tribunal escuchará a las personas que han hecho una solicitud a tiempo para hablar en la audiencia o quien comparezca en la audiencia para objetar. Esta audiencia podría ser reprogramada por el Tribunal sin previo aviso. Usted no tiene que asistir a la Audiencia de Aprobación Final; sin embargo, cualquier miembro de clase es bienvenido a asistir.

10. ¿Cómo obtengo más información sobre el Acuerdo?

Usted puede contactar al Administrador del Acuerdo al 1-800-355-0700 o escribir a *Natali Amaya v. Liberty Residential Services, et al., Tribunal Superior del Condado de San Diego, Caso 37-2022-00014913*, Administrador del Acuerdo, P.O. Box 54668, Irvine, CA 92619 c/o Apex Class Action, LLC.

Este aviso resume el acuerdo propuesto. Más detalles se encuentran en el Acuerdo de Convenio. Usted puede recibir una copia del Acuerdo de Convenio, la Sentencia Final u otra documentación del Acuerdo al escribir a JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 o visitando el sitio web del administrador en www.apexclassaction.com/liberty.

POR FAVOR, NO LLAME AL TRIBUNAL SOBRE ESTE AVISO.

IMPORTANTE:

- Usted debe informar al Administrador del Acuerdo de cualquier cambio de dirección para asegurar la recepción de su pago del Acuerdo.
- Los cheques de liquidación quedarán sin efecto 180 días después de su emisión si no se depositan ni se cobran. En tal caso, el Administrador de la Liquidación distribuirá todos los fondos representados por dichos cheques no cobrados, más los intereses devengados sobre ellos, conforme a lo establecido en el Código de Procedimiento Civil de California. Sección 384, como esta enmendada. Si su cheque se pierde o se extravía, debe contactar de inmediato al Administrador del Acuerdo para solicitar su reemplazo.