

1 R. Craig Clark, CA Bar No. 129219
cclark@clarklawyers.com
2 Alicja A. Urtnowski, CA Bar No. 321215
aurtnowski@clarklawyers.com

3 **CLARK LAW GROUP**
3258 Fourth Ave.
4 San Diego, CA 92103
Telephone: (619) 239-1321
5 Facsimile: (888) 273-4554
Attorneys for Plaintiff Ilana Ramos
6 *& Proposed Class Members*

7 (Additional Attorneys Listed on the Following Page)

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SACRAMENTO**

11
12 JAMES GREGORY CONQUEST and ILANA
RAMOS individually and on behalf of all
13 others similarly situated,

14 Plaintiffs,

15 v.

16 TRIPLE CANOPY, INC.; CONSTELLIS
17 INTEGRATED RISK MANAGEMENT
SERVICES, INC.; TRIPLE CANOPY – A
18 CONSTELLIS COMPANY; and DOES 1-50,
19 inclusive,

20 Defendants.

Case No.: 34-2022-00322538

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

Date: February 2, 2024
Time: 9:00 a.m.
Dept.: 28
Judge: Hon. Lauri A. Damrell

1 **Additional Counsel:**

2 **JAMES HAWKINS APLC**

3 James R. Hawkins, Esq. (#192925)

4 Gregory Mauro, Esq. (#222239)

5 Michael Calvo, Esq. (#314986)

6 Lauren Falk, Esq. (#316893)

7 Ava Issary, Esq. (#342252)

8 9880 Research Drive, Suite 200

9 Irvine, CA 92618

10 Tel.: (949) 387-7200

11 Fax: (949) 387-6676

12 Email: James@jameshawkinsaplc.com

13 Email: Greg@jameshawkinsaplc.com

14 Email: Michael@jameshawkinsaplc.com

15 Email: Lauren@jameshawkinsaplc.com

16 Email: Ava@jameshawkinsaplc.com

17 Attorneys for Plaintiff JAMES GREGORY CONQUEST,
18 Individually and on behalf of all others similarly situated.

19 Walter Haines (SBN 071075)

20 **UNITED EMPLOYEES LAW GROUP**

21 5500 Bolsa Avenue, Suite 201

22 Huntington Beach, CA 92649

23 Telephone: (562) 256-1047

24 Facsimile: (562) 256-4554

25 Attorneys for Plaintiff Ilana Ramos,
26 Individually and on behalf of all others similarly situated.

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 *Conquest v. Triple Canopy, Inc. et al.*
6 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 Class Action Settlement* (referred to as “Notice Packet”); (b) receiving and processing requests for
20 exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks
21 recorded by Defendants during the Class Period, as stated on their individualized Class Notice.; (d)
22 calculating individual settlement award amounts; (e) processing and mailing settlement award checks;
23 (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing
24 tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant
25 to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties
26 or as ordered by the Court for Apex to perform.

1 4. On August 31, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On October, 2023, 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 861 individuals.

9 6. In preparation for the mailing process, all 861 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 October 17, 2023, The Notice Packet was sent to all 861 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 91 returned Notice Packets as
20 undeliverable. Among these, 17 Notice Packet was returned with a forwarding address, and we promptly
21 re-mailed it to the provided forwarding address. For the remaining 74 Notice Packets without a
22 forwarding address, Apex conducted a computerized skip trace in order to acquire updated addresses for
23 the purpose of re-mailing the Notice Packet. This skip trace effort resulted in obtaining 62 updated
24 addresses, to which we promptly re-mailed the Notice Packets via U.S First Class Mail.

25 9. As of the date of this declaration, there have been 79 Notice Packets re-mailed in total. Out of
26 these, 17 was re-sent due to a forwarding address provided by the USPS, while the remaining 62 were
27 re-mailed as a result of Apex's skip-tracing efforts.

1 10. As of the date of this declaration, 12 Notice Packets have been considered undeliverable as no
2 updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has received 1 request for exclusion. The deadline for
4 submitting a request for exclusion from the Settlement was December 1, 2023.

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
6 deadline for submitting a written objection to the Settlement was December 1, 2023.

7 13. As of the date of this declaration, Apex will report 860 Participating Class Members, constituting
8 99.88% of the total 861 Settlement Class Members.

9 14. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 60,193. The Net Settlement Amount available is \$483,932.38 for which \$458,932.38 is estimated to
11 go to Participating Class Members and \$25,000 to Aggrieved Employees. This amount was calculated
12 by subtracting the requested attorneys' fees (\$313,333.33), the amount requested for litigation costs and
13 expenses (\$16,673.46), the requested Class Representative Enhancement Payments (\$20,000.00), the
14 requested Settlement Administration Costs (\$14,000.00), the Estimated Employer Taxes (\$17,060.83),
15 and the LWDA Payment (\$75,000.00) from the Gross Settlement Amount (\$940,000.00).

16 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
17 to be approximately \$1,143.65, the *average* Individual Settlement Amount is currently estimated to be
18 approximately \$536.76, and the *lowest* Individual Settlement Amount is currently estimated to be
19 approximately \$7.62. These amounts are subject to employee-side tax and withholdings.

20 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$25,000.00) will be allocated to
21 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
22 cannot opt out of the PAGA settlement. There are 721 Aggrieved Employees who worked a total of
23 19,915 pay periods during the PAGA Period.

24 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$61.51, the
25 *average* individual PAGA share is approximately \$34.67, and the *lowest* individual PAGA share is
26 approximately \$1.26.

27 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
28 and anticipated expenses, amount to \$14,000.00. Apex will proceed with additional tasks related to this

1 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
2 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
3 upon by the Parties or ordered by the Court for Apex to undertake.

4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct, and that this Declaration was executed this 17th day of January
6 2024, in Irvine, California.

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MADELY NAVA

Exhibit A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Conquest et al. v. Triple Canopy, Inc. et al.

(County of Sacramento, California Superior Court Case No. 34-2022-00322538)

As a current or former non-exempt, hourly-paid California employee of Triple Canopy, Inc., who performed certain on-post work as a Protective Security Officer, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action lawsuit. If you are a Class Member or an Aggrieved Employee, it contains important information about your right to receive a payment from the Settlement.

You have received this Notice of Class Action Settlement in the above-reference case filed against Triple Canopy, Inc. (“TC”), Constellis Integrated Risk Management Services, Inc. (“CIRMS”), and Triple Canopy – A Constellis Company (“TC”) (collectively, the “Defendants”) because the records of TC show you are a “Class Member” and/or an “Aggrieved Employee,” and therefore are entitled to a payment from this class and representative action settlement. Class Members are all current and former non-exempt, hourly-paid Protective Security Officers who performed any on-post work for Triple Canopy on its Northern California and Central California Department of Homeland Security Contracts from June 11, 2020 through April 24, 2023 (“Class Period”). Class Members do not include anyone who, prior to the conclusion of the Class Period, has filed their own legal action alleging the same or similar claims as pled in the *Conquest* Action, and/or who have previously released such claims against Defendants. Aggrieved Employees are all current and former non-exempt hourly-paid Protective Security Officers who performed any on-post work for Triple Canopy on its Northern California and Central California Department of Homeland Security Contracts from June 24, 2021 through April 24, 2023 (“PAGA Period”).

- The settlement is to resolve a class and representative action lawsuit, *Conquest et al. v. Triple Canopy, Inc. et al.*, pending in the Superior Court of California for the County of Sacramento, Case Number 34-2022-00322538 (the “Action”), alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) failed to pay minimum and overtime wages; (2) failed to provide meal periods or compensation in lieu thereof; (3) failed to provide rest periods or compensation in lieu thereof; (4) failed to timely pay wages due upon separation from employment; (5) failed to timely pay wages during employment; (6) failed to provide accurate itemized wage statements; (7) failed to reimburse necessary business expenses; (8) failed to accurately record and pay sick leave; (9) failed to maintain accurate records; (10) failed to pay reporting time pay; and (11) violations of Business & Professions Code § 17200 *et seq.* Based on these and other alleged Labor Code violations, Plaintiffs also are pursuing a cause of action which seeks civil penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) for allegedly Aggrieved Employees.
- On September 1, 2023, the Sacramento County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Action. Defendants vigorously deny the claims in the Action and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Action.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the class action portion of the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Action. If you worked in the PAGA Period as a non-exempt, hourly-paid employee of Defendants, then you will be deemed a “PAGA Group Member” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.

Questions? Contact the Settlement Administrator toll free at 800-355-0700 Apex ID: «APEX_ID»

OBJECT TO THE CLASS SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action, LLC, about why you object to the class settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for February 2, 2024, at 9:00 a.m. in Department 28 of the Sacramento County Superior Court, Gordon D. Schaber Courthouse located at 720 9th Street, Sacramento, CA 95814.
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The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 9:00 a.m. on February 2, 2024, in the Sacramento County Superior Court, Gordon D. Schaber Courthouse located at 720 9th Street, Sacramento, CA 95814, in Department 28. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently and/or previously performed on-post work for Defendant Triple Canopy as a non-exempt, hourly-paid Protective Security Officer on its Northern California and Central California Department of Homeland Security Contracts at some point during the Class Period and/or PAGA Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Plaintiffs James Conquest and Ilana Ramos were non-exempt, hourly-paid employees of Defendant Triple Canopy, Inc. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for Defendants' alleged failure to pay minimum and overtime wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to timely pay due wages upon separation from employment, failure to timely pay wages during employment, failure to issue accurate itemized wage statements, expense reimbursement violations, sick pay violations, recordkeeping violations, reporting time pay violations, and unfair competition, among other claims.

Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover civil penalties under PAGA for the State of California and allegedly Aggrieved Employees.

Defendants deny all of the allegations made by Plaintiffs and deny that they violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle this case on behalf of themselves and Class Members and PAGA Group Members for the Gross Settlement Amount of \$940,000.00. The Gross Settlement includes: (1) Settlement Administration Costs up to \$14,000; (2) up to 33.33% of the Gross Settlement Amount in attorneys' fees which, pursuant to the Settlement Agreement, shall amount to \$313,333.33; (3) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; (4) up to \$20,000 in Service Awards to Class Representatives; (5) payment allocated to PAGA penalties in the amount of \$100,000.00 of which 75% (or \$75,000.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent 25% (or \$25,000.00) will be distributed to PAGA Group Members. After deducting these sums, a total of approximately not less than \$462,666.67 will be available for distribution to Class Members ("Net Settlement Amount"), with all employee and employer-side payroll taxes deducted therefrom.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in hourly-paid positions for Defendant Triple Canopy in California during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual’s Eligible Workweeks ÷ Total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Aggrieved Employees (as that term is defined in the Settlement Agreement) who worked during the PAGA Period (*i.e.*, PAGA Group Members) will receive a *pro rata* share of the \$25,000.00 allocated as PAGA penalties to PAGA Group Members, whether or not they opt out of or are otherwise excluded from the class settlement, based on the number of workweeks worked by each PAGA Group Member during the PAGA Period.

Defendants’ records indicate that you worked «Class_Weeks» as an hourly-paid Protective Service Officer in California during the Class Period and/or «Pay_Periods» during the PAGA Period. Based on these records, your estimated payment as a Class Member would be \$«Est_Class_PMT» and your estimated payment as a PAGA Group Member would be \$«Est_PAGA_PMT». If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator, and it must be postmarked no later than December 1, 2023. Please include: (1) your name, address, telephone number, last four digits of your social security number and your signature; (2) a statement of your dispute and how many Workweeks you contend should be credited to you; and (3) any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to PAGA Group Members will be allocated as penalties reported on IRS Form 1099. Twenty-five percent (25%) of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and seventy-five percent (75%) will be allocated as penalties (25%), statutory and other non-wage damages (25%) and interest (25%), which will be reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks shall be sent to the California State Controller’s Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the class settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment. You will also receive your Individual PAGA Payment if you are also a PAGA Group Member. **In other words, if you are a Class Member and/or PAGA Group Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Class Released Claims (as defined below) he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members release all claims against the Released Parties asserted in the First Amended Complaint filed in the Action, or any and all claims that may have been reasonably asserted against the Released Parties based on the factual allegations in the First Amended Complaint including, without limitation, as follows: For the duration of the Class Period, the release of Class Released Claims

includes, for Participating Class Members, any and all claims or causes of action for: failure to pay (or correctly pay) wages of any kind (including minimum, overtime and reporting time pay); failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay wages due upon separation from employment; failure to timely pay wages during employment; failure to provide accurate itemized wage statements; failure to reimburse necessary business expenses; failure to accurately record and pay sick leave; failure to maintain accurate records; failure to provide a day's rest in seven; and (claims asserted through California Business & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the First Amended Complaint, and any related claims that could have been brought under the Fair Labor Standards Act ("FLSA"))(hereafter, the "Class Released Claims").

For Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims for PAGA civil penalties based on the factual allegations asserted in the PAGA Notices and/or in the First Amended Complaint in connection with alleged violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 432, 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be collectively referred to herein as the "Released Claims".

"Released Parties" mean Defendants, as well as their predecessors, successors, and all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, parents, clients and customers (including, without limitation, Constellis, Inc. and Constellis, LLC), and collectively, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers and trustees.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself from the class settlement by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, last four digits of your Social Security Number, and a clear statement standing for the proposition that you seek to be excluded from the Settlement Class. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

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

Your written request for exclusion must be mailed to the Administrator and postmarked not later than December 1, 2023.

The proposed settlement includes the settlement of the PAGA Released Claims for PAGA Group Members. You may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the Class Settlement, if you are a PAGA Group Member, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, signature, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator and postmarked no later than December 1, 2023. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for February 2, 2024, at 9:00 a.m. in the Sacramento County Superior Court, Gordon D. Schaber Courthouse located at 720 9th Street, Sacramento, CA 95814, in Department 28, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at 800-355-0700. You may also choose to contact Class Counsel or Defendants' Counsel, whose information appears below:

CLASS COUNSEL

JAMES HAWKINS APLC

James R. Hawkins (SBN 192925)
james@jameshawkinsaplc.com
Greg Mauro (SBN 222239)
greg@jameshawkinsaplc.com
Michael Calvo (SBN 314986)
michael@jameshawkinsaplc.com
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200 / Fax: (949) 387-6676

CLARK LAW GROUP

R. Craig Clark (SBN 129219)
cclark@clarklawyers.com
Alicja A. Urtnowski (SBN 321215)
aurtnowski@clarklawyers.com
3258 Fourth Avenue
San Diego, CA 92103
Tel.: (619) 239-1321 / Fax: (888) 273-4554

United Employees Law Group

Walter Haines (SBN 71075)
5500 Bolsa Ave # 203,
Huntington Beach, CA 92649
Tel: 562-256-1047

DEFENDANTS' COUNSEL

McGUIREWOODS LLP

Sabrina A. Beldner, Esq.
sbeldner@mcguirewoods.com
Andrew W. Russell, Esq.
arussell@mcguirewoods.com
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
Tel: (310) 315-8200 / Fax: (310) 315-8210

You may also visit the Settlement Administrator's website at <https://www.apexclassaction.com/triplecanopy> to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Sacramento County Superior Court, Gordon D. Schaber Courthouse located at 720 9th Street, Sacramento, CA 95814, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.saccourt.ca.gov>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

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Questions? Contact the Settlement Administrator toll free at 800-355-0700 Apex ID: «APEX_ID»