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Attorneys for Plaintiff Felissia Fry and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FELISSIA FRY, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

MERAKEY ALLOS, a Pennsylvania
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No: 37-2022-00032123-CU-OE-CTL

Honorable Loren G. Freestone
Department C-64

CLASS ACTION

**DECLARATION OF FATIMA
MONTANEZ REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

Date: January 9, 2026
Time: 10:30 AM
Department: C-64

Complaint Filed: August 11, 2022
FAC Filed: October 20, 2022
SAC Filed: September 24, 2024
Trial Date: None Set

1 included in the Notice of Class Action Settlement was (844) 496-0906 and was live on September 2,
2 2025.

3 **NOTIFICATION TO THE CLASS**

4 5. On August 8, 2025, Simpluris received the Court-approved Notice of Class Action
5 Settlement (hereafter “Class Notice”). The Class Notice advised Class Members of their right to request
6 exclusion from the Settlement, object to the Settlement, dispute Workweeks, do nothing, and the
7 implications of each such action. The Class Notice advised Class Members of applicable deadlines and
8 other events, including the Final Approval Hearing, and how Class Members could obtain additional
9 information.

10 6. On August 18, 2025, Defendant’s Counsel provided Simpluris a Class List containing
11 each Class Member’s (1) full name, (2) last-known mailing address, (3) last-known telephone number,
12 (4) Social Security Number, (5) the start and end dates of employment as an hourly-paid or non-exempt
13 employee of Defendant in California, and (6) such other information as is necessary for the Settlement
14 Administrator to calculate Workweeks and PAGA Pay Period (“Class Data and List”). The Class Data
15 and List contained data for one thousand one hundred and seven (1,107) individuals.

16 7. The mailing addresses contained in the Class List were processed and updated utilizing
17 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
18 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
19 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
20 would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate one
21 hundred ninety-eight (198) updated addresses using NCOA prior to the mailing of the Class Notice.

22 8. On September 2, 2025, the Class Notice was mailed to one thousand one hundred and
23 seven (1,107) individuals identified as Class Members. The Class List was mailed via First Class U.S.
24 Mail. A copy of the Class Notice is attached hereto as **Exhibit A**.

25 9. A total of two hundred sixty-five (265) Class Notices were returned to Simpluris. Of
26 these, nine (9) were returned with a forwarding address. If a Class Member’s Class Notice was returned
27 by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced
28

1 address search (i.e. skip trace) on all of these addresses by using Accurant, a reputable research tool
2 owned by Lexis-Nexis. Ultimately, there are fifteen (15) Class Notices that remain undeliverable.

3 10. The Escalator Clause of the Settlement Agreement indicates if during the period of
4 August 11, 2018 through March 4, 2024 the actual number of Workweeks exceeds 36,000 by more than
5 ten percent (10%) (i.e., the Workweeks for the period referenced are actually more than 39,600),
6 Defendant shall have the option to either: (a) permit the Gross Settlement Amount be increased on a
7 proportional basis to the extent the threshold is exceeded (e.g., if the threshold referenced herein is
8 exceeded by 5%, the Gross Settlement Amount will increase by 5%); or (b) ending the Class Period as
9 of the date the qualifying Workweeks reach 39,600 ("Settlement End Date"). The total number of
10 Workweeks during this period was forty-two thousand five hundred seventy-five (42,575), which
11 exceeds the Escalator Clause by 8%. Therefore, the Escalator Clause is triggered and the Gross
12 Settlement Amount will increase to \$ 1,948,750.00.

13 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

14 11. The deadline for Class Members to submit a Request for Exclusion from the Settlement,
15 Notice of Objection to the Settlement, or dispute regarding Workweeks was November 1, 2025 and the
16 extended deadline for those Class Members whose Class Notices were re-mailed was November 16,
17 2025.

18 12 As of this date, Simpluris has received one (1) Request for Exclusion from the
19 Settlement from Natalie Garstin.

20 13. As of this date, Simpluris has not received any Notices of Objection to the Settlement
21 from Class Members.

22 14. As of this date, Simpluris has received one (1) Workweeks Dispute. After further
23 review, the dispute was denied.

24 **CLASS MEMBER AWARDS**

25 15. As of this date, there are one thousand one hundred and six (1,106) Settlement Class
26 Members who will be paid their portion of the Net Settlement Amount. Of the one thousand one
27 hundred and seven (1,107) Class Members, nine hundred and eighteen (918) are also PAGA Group
28

Members who will also be paid out of the 25% portion of the PAGA Penalties that is allocated to the PAGA Group.

16. The Net Settlement Fund of \$1,086,381.23 available to pay Settlement Class Members was determined by subtracting the Attorneys' Fees (\$682,062.50), Attorneys' Costs (\$14,356.27), Incentive Payment (\$7,500.00), PAGA Penalties (\$112,500.00), Individual PAGA Payments (\$37,500.00) and the Settlement Administration Costs (\$8,450.00) from the Gross Settlement Amount of \$1,948,750.00.

17. The *average estimated Individual Settlement Payment* is \$981.37, the *highest estimated Individual Settlement Payment* is \$6,481.29, and the *lowest estimated Individual Settlement Payment* is \$25.52.

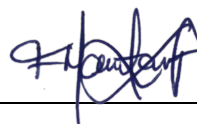
18. As of this date, there are nine hundred and eighteen (918) PAGA Group Members who will be paid their portion of the 25% portion of the PAGA Penalties that is allocated to the PAGA Group, i.e., \$37,500.00.

19. The *average estimated Individual PAGA Payment* is \$33.88, the *highest estimated Individual PAGA Payment* is \$155.73, and the *lowest estimated Individual PAGA Payment* is \$2.26.

ADMINISTRATION COSTS

20. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$8,450.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of December 2025.



Fatima Montanez

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Felissia Fry v. Merakey Allos

Superior Court of California for the County of San Diego, Case No. 37-2022-00032123-CU-OE-CTL

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

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

«IMbJullBarcodeEncoded»

«FirstName» «LastName»

SIMID «SIMID»

«Address1» «Address2»

«City» «State» «Zip» «ZipDPC3»

«City», «State» «Zip»-«ZipDPC3»

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Felissia Fry ("Plaintiff") and Defendant Merakey Allos ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Felissia Fry v. Merakey Allos*, San Diego County Superior Court, Case No. 37-2022-00032123-CU-OE-CTL ("Action"), which may affect your legal rights. On August 20, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on January 9, 2026, at 10:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from August 11, 2018, through March 4, 2024.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Group Members" means all individuals who worked for Defendant as non-exempt employees in the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from July 20, 2021, through March 4, 2024.

II. BACKGROUND OF THE ACTION

On July 20, 2022, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant giving notice of her intent to pursue civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("PAGA"), on behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved employees for alleged violations of multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders ("LWDA Notice"). On August 11, 2022, Plaintiff filed a Class Action Complaint for Damages in the San Diego County Superior Court, Case No. 37-2022-00032123-CU-OE-CTL. On October 20, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the PAGA ("First Amended Complaint"). On September 24, 2024, Plaintiff filed a Second Amended Class Action Complaint for Damages & Enforcement Under the PAGA ("Second Amended Complaint" or "Operative Complaint"). Plaintiff alleges causes of action against Defendant for violations of the California Labor Code, including *inter alia*, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and

associated premiums, failure to properly pay timely wages during employment, failure to timely pay final wages and associated waiting-time penalties, failure to keep compliant payroll records, failure to keep compliant wage statements, failure to reimburse business expenses, failure to provide one day's rest in seven, for violations of the Wage Theft Protection Act, for violations of California Business and Professions Code Section 17200 *et seq.*, and for civil penalties pursuant to PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement").

On August 20, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Felissia Fry as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Nine Hundred Forty-eight Thousand Seven Hundred Fifty Dollars (\$1,948,750) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments subject to approval by the Court: (1) attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$682,062.50) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Eighteen Thousand Dollars (\$18,000) ("Attorneys' Fees and Costs"); (2) Incentive Award in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her efforts and work in prosecuting the Action; (3) Settlement Administration Costs estimated not to exceed Eleven Thousand Dollars (\$11,000) to the Settlement Administrator; and (4) the amount of One Hundred Fifty Thousand Dollars (\$150,000) to settle all claims under the PAGA ("PAGA Penalties"). The PAGA Penalties will be distributed as follows: 75% (\$112,500) will be paid to the LWDA ("LWDA Payment") and 25% (\$37,500) will be distributed to PAGA Group Members.

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant, for at least one day, as a non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator by using the Class Data and List furnished by the Defendant (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Estimated Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as the “Individual Settlement Payment”).

Each Individual Settlement Share will be allocated as thirty percent (30%) wages, which will be reported on an IRS Form W-2, and seventy percent (70%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 by the Settlement Administrator. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares. The employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalties that is allocated to the PAGA Group Members (“Individual PAGA Payment”), based on the number of pay periods each PAGA Group Member worked for Defendant, for at least one day, as an hourly-paid or non-exempt employee within the State of California during the PAGA Period, which will be calculated by the Settlement Administrator by using the Class Data and List furnished by Defendant (“PAGA Pay Periods”). The Settlement Administrator has divided the 25% portion of the PAGA Penalties allocated to the PAGA Group Members by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period (“Total PAGA Pay Periods”) resulting in the PAGA Pay Period Value and then multiplied the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Group Member during the PAGA Period (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

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

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From August 11, 2018, through March 4, 2024, (i.e., Class Period), you are credited as having worked [«MERGED_WW»] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute that: (a) states the name and case number of the Action (*Felissia Fry v. Merakey Allos*, 37-2022-00032123-CU-OE-CTL); (b) is signed by you; (c) states your full name, address, telephone number, and last four digits of your Social Security number; (d) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (4) is returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number listed in Section IV.B below, postmarked or fax-stamped **no later than November 1, 2025**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you. Your estimated Individual PAGA Payment is based on the number of PAGA Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«MERGED_IndividualEstSettAmnt_CALC». The Individual Settlement Share is subject to

reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«MERGED_PAGA_EstSettAmnt_CALC».

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California, and PAGA Group Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all claims, actions, causes of action, rights, demands, liabilities, penalties, damages, restitution, losses, disgorgement, liquidated damages, interest, attorneys’ fees, fines, debts, obligations, costs, and expenses, that were alleged, or could have been alleged, whether known or unknown, contingent or accrued, based upon or arising out of the facts and/or claims alleged in the Operative Complaint during the Class Period.

“Released PAGA Claims” means all claims or causes of action for penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* that were alleged, or could have been alleged in the Operative Complaint and the LWDA Notice, whether known or unknown, contingent or accrued, based upon or arising out of the facts and/or claims alleged in the Operative Complaint and the LWDA Notice during the PAGA Period.

“Released Parties” means Defendant and any of its past and present directors, officers, shareholders, owners, attorneys, insurers, reinsurers, employees, predecessors, successors, assigns, parent companies, subsidiaries, and affiliated entities.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., \$682,062.50) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and Settlement of the Action, in an amount not to exceed Eighteen Thousand Dollars (\$18,000) (“Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Incentive Award”), in recognition of her efforts and work in prosecuting the Action. The Incentive Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

G. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars (\$11,000.00) (“Settlement Administration Costs”) for the reasonable costs of the notice and settlement administration process, including and not limited to, printing, distributing, and tracking Class Notices and other documents for this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth in the Settlement Agreement to process this Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action (*Felissia Fry v. Merakey Allos*, Case No. 37-2022-00032123-CU-OE-CTL); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security number; (d) clearly state that you do not wish to be included in the Settlement; and (e) be returned by fax or mail to the Settlement Administrator, postmarked or faxed on or by **no later than November 1, 2025** at the following address and/or facsimile number:

Simpluris c/o Fry v. Merakey Allos
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (844) 496-0906
Fax: (714) 824-8591

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

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Notice of Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must be signed by you and include: (a) the case name and number of the Action (*Felissia Fry v. Merakey Allos*, Case No. 37-2022-00032123-CU-OE-CTL); (b) your full name, signature, address, and telephone number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based. Any Notice of Objection must be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than November 1, 2025**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-64 of the San Diego County Superior Court, Hall of Justice, located at 330 West Broadway, San Diego, California 92101, on **January 9, 2026**, at **10:30 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, the Incentive Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sdcourt.ca.gov/>.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, Hall of Justice, located at 330 West Broadway, San Diego, California 92101, during business hours, or by online by visiting the following website: <https://odyroa.sdcourt.ca.gov/Cases>, and typing in the Court Case Number "37-2022-00032123-CU-OE-CTL."

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (844) 496-0906, OR YOU MAY ALSO CONTACT CLASS COUNSEL.