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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

NEYDA BERNARDEZ CASTILLO, in a Representative capacity, and on behalf of other members of the general public similarly situated, Plaintiff, v. ROHNERT PARK LODGING LLC d.b.a. FAIRFIELD INN & SUITES BY MARRIOTT SANTA ROSA ROHNERT PARK, a Delaware Limited Liability Company; and DOES 1-10, inclusive, Defendants	CASE NO. 25CV07971 **DECLARATION OF CODY D. ARCHER IN SUPPORT OF PLAINTIFF'S *UNOPPOSED* MOTION FOR PAGA SETTLEMENT APPROVAL** Date: Time: Judge: Hon. Dana Simonds Dept: 18

I, Cody D. Archer, hereby declare as follows:

1. I am an attorney licensed to practice law before this Court and am employed with the law firm of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff NEYDA BERNARDEZ CASTILLO in a Representative capacity only, and on behalf of other members of the general public similarly situated in this matter.

2. I make this declaration in support of Plaintiff's Unopposed Motion for PAGA Settlement Approval. I am personally familiar with the facts set forth in this declaration and I make this declaration based on my personal knowledge. If called to testify, I could and would do so competently.

Background, Investigation and Settlement Terms

3. As this is a "PAGA" action only, the Limitations Period begins on August 28, 2024.

4. Following the exchange of discovery, analysis of numerous sets of time and wage data, a full day mediation before Brandon Coen, Esq., and extensive "arms length" negotiations, on September 2, 2026, the Parties reached a proposed settlement that includes a payment of penalties to the LWDA. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement.

5. On November 12, 2026, Plaintiff's counsel uploaded via the LWDA's electronic filing portal copies of this Motion, including the Notice, this supporting Memorandum, Declaration, and Proposed Order & Judgment. To date, Plaintiff's counsel has not received any opposition from the LWDA. See the concurrently filed "Proof of service on the LWDA."

6. Defendant has confirmed that as of the date of this settlement, there are **37** Aggrieved Employees and **1,167** pay periods at issue. After deduction of all "contingent costs" set forth below, each PAGA member will receive an average payment of **$110.86**.

7. The Total Value of the proposed Settlement is **$40,845.00** which is broken down as follows:

* **$13,615.00** Attorneys' Fees (1/3 of total settlement value);
* **$5,473.12** PAGA Counsel Expenses Payment
* **$2,537.25** Settlement Administrator Fees
* **$7,500.00** Plaintiff's Service Award

* Sub-Total of **$11,719.63**. 65% (**$7,617.75**) shall be assigned/paid to the LWDA as penalties.

* The remaining 35% (**$4,101.88**) in cash will be disbursed among all employees based on work weeks employed during the PAGA period.

8. There are no restrictions for any of the employees to file individual actions, as the settlement agreement only covers PAGA claims.

Experience of Counsel

9. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 31 years. He has approximately 30 years of experience in "class action" litigation, both as plaintiff and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple "Wage and Hour" Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018*)* 30 Cal.App.5th 504. Mr. Sullivan (who is currently and temporarily unavailable, due to a medical issue), estimates that, throughout the course of his 31-year career, he has acted as Lead Plaintiffs' counsel on "Wage and Hour" Class/Representative actions that have collected more than $300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.

10. Mr. Eric K. Yaeckel has over 15 years of experience as a licensed California attorney who is primarily engaged in prosecuting class and representative actions. Mr. Yaeckel has spent his entire practice engaged in prosecuting class and representative actions. Mr. Yaeckel became a partner in 2020.

11. I have approximately 2 years of experience prosecuting class and representative action claims under the California Labor Code.

12. Our office are the attorneys of record in a matter recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC,* 11 Cal.5th 58 (2021). The *Donohue* matter is a certified class and PAGA action.

13. Our office is lead counsel on at least 40 employment "wage and hour" claims with class action, or representative action, allegations. These cases are set within the California Superior Court

and Federal District Courts in California. Our office is currently lead counsel on claims that have been certified by both Court Order and by stipulation of the parties. In the last three years, Sullivan & Yaeckel Law Group has settled at least 15 employment "wage and hour" claims on behalf of a Certified Class.

14. In the last seven years, Sullivan & Yaeckel Law Group has successfully tried three "Wage and Hour" Representative (PAGA) cases.

15. Our firm has the requisite experience knowledge of California law and the Federal Rules of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in this matter to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. I also believe the Agreement is in the best interests of the Settlement Class Members. I am also aware that Defendants' counsel (both the firm, and individual attorneys working on this case) have extensive experience defending similar wage and hour class actions.

16. Based on the above experience, it is this firm's opinion that this settlement represents a fair and adequate payment to the LWDA and aggrieved employees.

The Lodestar Analysis

17. Plaintiffs seek attorneys fees in the amount of one-third of the total settlement amount, which is **$13,615.00**. For purposes of a lodestar cross-check the firms' attorneys' fees incurred (to date) are estimated to amount to approximately **$23,130.00**. The Attorney's fees on behalf of Castillo's counsel are broken down as follows:

a. Mr. Yaeckel was the partner primarily assigned to oversee the "day to day" activity of the primary associate assigned to this case. My billing rate is **$700.00** per hour. I have currently expended approximately **19.2** hours in the service of this action. **19.2** hours times **$700.00** equals **$13,440.00**. Aside from supervising the Associate Attorneys, this work includes attending hearings, drafting and reviewing correspondence, legal research, reviewing and editing the mediation brief, appearing for mediation and communication with opposing counsel.

b. I served as the primary Associate Attorneys assigned to the case. My billing rate is

$475.00 per hour. I expended approximately **20.4** hours in the service of this action. **20.4** hours times **$475.00** equals **$9,690.00**. My work performed consisted of, for the most part, analysis of Defendant's documents and records, in preparation for mediation. Hundreds of pages of documents were produced over time throughout the litigation. I was also assigned to discovery creation/review, assisting with all discovery responses, the preparation of "meet and confer" letters and other contact with defense counsel. I also provided a detailed analysis of all employment records to determine liability and penalties. I also attended a full day mediation, and participated in arms length negotiations that led to the instant settlement. I was also primarily responsible for drafting and finalizing the settlement agreement, as well as the instant Motion for PAGA Approval. I will also attend the approval hearing and will assist in ensuring the settlement is fully performed.

c. Given the actual attorneys fees incurred is **$23,130.00**. No lodestar multiplier is necessary.

Please Note: There is no authority Plaintiff is aware of requiring a lodestar analysis in a PAGA matter. Moreover, the results obtained here, including the average net recovery per PAGA Member exceed those normally observed in PAGA only settlements. Finally, the results obtained here, versus the risk of a zero recovery, given the numerous asserted defenses, support this request.

The Reasonableness of Plaintiffs' Hourly Rates

18. I printed a copy of the Updated Laffey Matrix from the following website: www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 2**. While not binding, a trial court has discretion to use the Laffey Matrix when it comes to establishing attorneys' reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*, 236 Cal.App.4th 691, 702 (2014).

19. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with "20+" years experience, such as Mr. Sullivan, the matrix states a reasonable fee is between $1,227–$914 per hour. Mr. Sullivan has over 31 years of experience and bills at $800 per hour.

Please Note: While $800 an hour may seem like a high figure at first glance, multiple Court's (including all San Diego Superior Court Judges) have accepted this figure for Mr. Sullivan. Moreover, this rate is justified given that "wage and hour" Class and/or Representative Action cases very rarely go to trial. Mr. Sullivan is one of the few attorneys who have (successfully) tried numerous of these types of cases. He has also successfully argued in front of the California Supreme Court in a Class and Representative action that is frequently cited in "wage and hour" litigation involving Meal Period claims. *Donohue v. AMN Services, LLC,* (2021) 11 Cal.5th 58.

20. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between $1,019- $764 per hour. Mr. Yaeckel has over 15 years experience working on class action litigation and only bills at the rate of $700 per hour.

21. For an attorney with 1-3 years experience, the matrix states a reasonable fee is between $508 - $437 per hour. I billed at the rate of $475 per hour.

22. Accordingly, we submit our rates are comparable to, or less than, those charged by other class action plaintiffs' counsel and the firms defending class actions.

23. Our hourly rates have routinely been approved by numerous federal and state Courts.

24. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office was awarded our full requested attorneys fees and was approved at the requested hourly rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

Costs of Litigation

25. The total costs expended by our office in this matter will be **$5,473.12**. Plaintiff anticipates incurring additional costs in conjunction with filing the approval motion and future compliance declarations. The attached Cost Worksheet on behalf of Castillo was contemporaneously maintained and updated by my office. (See **Exhibit 3**). This is a true and accurate summary of the costs incurred by Plaintiffs' counsel. The costs include, filing and service fees (including the Complaint and all other pleadings, all e-file charges, LWDA filing fees and attorney

messenger fees; Mediation Fees; Legal Research and Postage and Copying Costs). All costs were necessary to the continued prosecution of this matter. Given that Defendant agrees to not oppose up to $7,000.00 in costs, Plaintiffs request the Court grant the request of $5,473.12 in litigation costs.

Additional Factors Relevant to PAGA Approval

26. Specifically, Plaintiffs allege that they - and other employees - received "short," "late," or "missing" Meal Periods, including those documented within Defendant's Time Records. Plaintiff also challenged whether Defendant maintained lawful meal and rest periods. Plaintiff alleged they- and other employees -were not properly compensated due to Defendant's failure to maintain accurate time records. Finally, Plaintiff also challenged whether Defendant maintained lawful meal and rest period policies.

27. The catalyst of this litigation concerned allegations that the aggrieved employees were denied legally compliant meal and rest periods, and were not paid for all hours worked. Investigations completed by Plaintiff's counsel revealed that Defendant's timekeeping policies and employee records were not in compliance with California law. However, these investigations also revealed that the "rate of violation" by Defendant was significantly less than 100%. On many of those occasions, it appears that Defendant did, in fact, comply with the law.

28. Prior to settlement, Plaintiff conducted a thorough analysis of the documents and data produced by Defendant. This included an analysis of all relevant written policies and ***all*** time and wage records for other putative aggrieved employees. Plaintiff's Counsel were able to realistically assess the value of Plaintiff's claims, and intelligently engage Defense Counsel in settlement discussions that culminated in the proposed settlement now before the Court. Plaintiff calculated the estimated maximum scope of liability as being between approximately $233,400.00 if the rates of violation were found to be 100% on the primary (meal and rest period) claims. It is unlikely any additional penalties would be rewarded on the other "derivative" claims in light of Defendant's good faith defenses, as set forth more fully below.

29. However, as is set forth more fully below, all counsel are aware "maximum" awards in PAGA only cases are exceedingly rare. Moreover, most trial Courts (including this Trial Court, in the

Carrington matter) decline to "stack" PAGA penalties. "Stacking" refers to imposing multiple penalties for one alleged "harm." *E.g.* one single late meal period could arguably violate at least four Labor Code provisions that allow for separate penalties pursuant to PAGA.

30. Plaintiff was able to identify hundreds of examples of "missing" or "late" Meal Periods without the provision of a Meal Period Penalty Payment. However, Defendant argued that these records do not conclusively show whether (1) Defendant actually failed to provide the Meal Period, (2) there was a voluntary waiver, (3) employees forgot to clock out, or (4) employees voluntarily chose to skip or take them late even though they were provided.

31. Plaintiff also alleged Defendant's written policies were illegal, and improperly restricted class members from leaving the premises during their Rest Periods. Defendant argued that witness testimony would demonstrate that - in practice - Defendant did not restrict its employees from "leave the premises" during Rest Periods. The rest period claims would have been harder to prove on a representative basis given that rest breaks were not recorded on the time records.

32. Plaintiff alleges that Defendant failed to pay minimum wages to employees for all time spent under Defendant's control. This allegation is based on the following alleged facts: Defendant failed to maintain accurate Time Records to the detriment of the employees. More specifically, although Defendant would receive "to-the-minute" start and end times, Defendant would thereafter alter - deduct time from - the Time Record, prior to payment of compensation to the employees. Plaintiff alleges that Defendant failed to pay Plaintiff and all other Aggrieved Employees all compensation, including overtime compensation, due in violation of, among other statutes, Labor Code section 510. These violations occurred due to Defendant's illegal policies, referenced above, whereby employees experienced monetary under-compensation. The systematic failure to provide proper overtime compensation is a violation of California law. Additionally, Defendant also failed to provide the actual Overtime Rate of Pay by ignoring certain compensation when calculating the Regular Rate of Pay including, but not limited to, various forms of bonus and/or incentive pay, and the value of employee benefits and employee discounts, in violation of Labor Code section 510.

33. The remaining claims are largely derivative, in that Wage Statement and Labor Code § 203

penalties would only be permissible if the above claims are proven. Plaintiff also alleged violations for failure to reimburse business expenses pursuant to Labor Code § 2802. However, any un-reimbursed expenses would have been very minimal.

34. Plaintiff's counsel is aware of the Court's discretion to mitigate penalties pursuant to California Labor Code section 2699(e)(2). To confirm, Plaintiff's counsel experienced the mitigation of "PAGA" penalties before this Trial Court, in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504. In *Carrington*, the Court significantly mitigated PAGA penalties (to $5 per violation), due to the efforts made by the employer to comply with the law. Moreover, most courts have declined to "stack" PAGA penalties. "Stacking" refers to imposing multiple penalties for one alleged "harm." *E.g.* one single late meal period could arguably violate at least four Labor Code provisions that allow for a penalty pursuant to PAGA. Plaintiffs' counsel agrees that penalties *should* be mitigated where violations are minimal (or rare), or where the employer makes significant efforts to comply with the Labor Code.

35. Moreover, under the amended PAGA statute, Defendant provided evidence that it acted swiftly to remedy any issues which could arguably "cap" any potential violations. See §2699(g), (h) (Capping the maximum PAGA penalty at 15% or 30% depending on timing of the remedies and a showing of "reasonable steps" to comply with the Labor Code). The potential for a statutory cap on penalties, coupled with the court's discretion to further reduce penalties all impacted what Plaintiff could ultimately recover in this matter. Moreover, all but 2 current employees had signed arbitration agreements and there were arguments made by defendant regarding plaintiff's standing with respect to some of the alleged violations, increasing the risk for success at trial. If Defendant was successful in asserting they took reasonable steps to comply with the Labor Code prior to the receipt of the PAGA notice, the maximum penalty would have been reduced to 30%. That would reduce the maximum scope of liability set forth above, to a maximum award of $70,020 in PAGA penalties.

36. Here, on the above, (including analysis completed by Plaintiff's counsel) it was determined that Defendant's timekeeping policies and employee records were not in compliance with

California law. However, these investigations also revealed that the "rate of violation" by Defendant was significantly less than 100%. On many of those occasions, it appears that Defendant did, in fact, comply with the law.

37. Based on all factors in this case and the experience of counsel it is the opinion of Plaintiff's counsel that the settlement fair, adequate, and reasonable. Specifically, Plaintiff's counsel's understanding is that Defendant has agreed to review its policies and practices, and amend them to the extent they do not comply with California law.

38. Plaintiffs have uploaded this entire motion to the LWDA, concurrent with the filing. (See the concurrently submitted Proof of Service on the LWDA.) To date, Plaintiffs have not received a response from the LWDA regarding the proposed settlement. If the LWDA contacts Plaintiffs' counsel at any time prior to the hearing, Plaintiffs' counsel will provide an updated declaration to the Court.

39. The parties proposed notice to accompany the settlement checks is attached as an Exhibit to the Settlement Agreement (**Exhibit 4**).

40. The named Plaintiff Neyda Bernardez Castillo contributed extensive time and resources in the prosecution of this case. Plaintiff was able to provide information instrumental to the prosecution of this matter including identifying numerous witnesses that could corroborate the claims. Plaintiff also assisted with reviewing and providing insight on Defendant's documents produced. Plaintiff brought to our attention numerous Labor Code violations that formed the basis of the litigation sad assisted counsel with finalizing the settlement.

41. I know (from experience) that any company who does a detailed background check, will be able to determine that Plaintiffs are serving as PAGA and/or class representatives in a lawsuit against their former employer.

42. Here, by "sticking out her neck out" as a PAGA Representative in a publicly filed lawsuit, Plaintiff took a substantial risk that may adversely impact her ability to work in this field in the future. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that her services allows employers to weed out litigious employment candidates. One

such service outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees. www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra Credit Rating Agency of India states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk." http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf.

43. Finally, any employer may simply check the various Superior Court of California websites and conduct a party name search to uncover whether an applicant has previously filed litigation against their employer.

44. Plaintiff also risked personally owing a large cost award, which I estimate would be well into the tens of thousands of dollars, had the claims been unsuccessful.

45. Despite all the risks, Plaintiff at all times remained committed to securing a monetary recovery on behalf of the entire group of aggrieved employees.

46. The parties have agreed to engage CAC Services Group, LLC ("CAC") as the Settlement Administrator. CAC has agreed to carry out all Administration duties for an amount not to exceed $**2,537.25**.

47. CAC has extensive experience acting as a Settlement Administrator and is prepared to carry out all Settlement Administration duties consistent with the parties Agreement and the Final Order of this Court.

I declare under penalty of perjury, under the laws of the State of California , that the foregoing is true and correct. Executed on this 12th_ day of November 2026, at San Diego, California.

Cody D. Archer

Cody D. Archer

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

NEYDA BERNARDEZ CASTILLO, in a Representative capacity, and on behalf of other members of the general public similarly situated, Plaintiff, v. ROHNERT PARK LODGING LLC d.b.a. FAIRFIELD INN & SUITES BY MARRIOTT SANTA ROSA ROHNERT PARK, a Delaware Limited Liability Company; and DOES 1-10, inclusive, Defendant.	Case No. 25CV07971 **PAGA SETTLEMENT AGREEMENT**

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Sonoma ("Court"), NEYDA BERNARDEZ CASTILLO, ("Plaintiff") and Defendant ROHNERT PARK LODGING LLC d.b.a. FAIRFIELD INN & SUITES BY MARRIOTT SANTA ROSA ROHNERT PARK and the related Released Parties ("Defendants") (collectively with Plaintiff, the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of

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Plaintiff's claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means the Complaint filed in the instant action entitled *Neyda Bernardez Castillo v. Rohnert Park Lodging LLC d.b.a. Fairfiled Inn & Suites by Marriott Santa Rosa Rohnert Park*, No. 25CV07971 (Sonoma County Superior Court).

2. "Aggrieved Employees" means all persons who were employed by Defendants in the State of California in non-exempt positions at any time during the Settlement Period.

3. "Court" means the Superior Court for the State of California, County of Sonoma.

4. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement and (b) the Judgment is final. The parties agree that there is no right to opt-out or object to a PAGA Settlement. It is therefore the parties' intention that the Settlement shall be final at the time of Court Approval and Entry of Judgment.

5. "Gross Settlement Amount" means the settlement amount of Forty Thousand Eight Hundred Fourty-Five Dollars ($40,845.00) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Action.

6. "LWDA" means the California Labor and Workforce Development Agency.

7. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Award, and Settlement Administrator Costs.

8. "Plaintiff's Counsel" means Sullivan & Yaeckel Law Group, APC.

9. "Service Award" means the amount to be paid to Plaintiff as payment for her service on behalf of the LWDA and Aggrieved Employees and for general releases of all claims arising out of her employment with Defendants.

10. "Settled Claims" means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged, or that reasonably could have been alleged based on the facts alleged in the Action during the Settlement Period.

11. "Settlement Period" means August 28, 2024 through the date of Court approval., or the

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Escalator Clause Release Period Cutoff date, as defined in section 13(c) below.

TERMS

12. Gross Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to Court approval, Defendants will pay Forty Thousand Eight Hundred Forty-Five Dollars ($40,845.00) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and expenses, consideration for Plaintiff's service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. Defendants shall pay nothing more than the Gross Settlement Amount. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

13. PAGA Penalties Fund. The PAGA Penalties Fund will be paid by the Settlement Administrator to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged, or that reasonably could have been alleged in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Sixty-Five Percent (65%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Thirty-Five Percent (35%) will be paid to all Aggrieved Employees according to the following formula:

13(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

13(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula: Settlement Payment = 35% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

13(c) This Settlement is entered based on Defendants' estimate as of September 2, 2026, that Aggrieved Employees worked a total of 1,167 pay periods. If the

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total number of Pay Periods worked during the Settlement Period is greater than ten percent (10%) of this estimate, Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees (e.g., if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%). Alternatively, the Defendants can elect to decrease the Settlement Period to the date when the number of pay periods to no more than the total number stated above, plus 10%.

14. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than one third of the Gross Settlement Amount which is Thirteen Thousand Six Hundred Fifteen Dollars ($13,615.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including mediation fees, investigations costs, etc.), not to exceed $7,000.00 both of which will be paid by the Settlement Administrator from the Gross Settlement Amount, subject to Court approval. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund. This Settlement Agreement shall remain in full force and effect even if the amount allocated by the Court for Attorneys' Fees and Costs is less than the requested amount.

15. Service Award and Plaintiff's Release. For general releases of all claims Plaintiff may have against Defendants, and/or Defendants' past or present parents, subsidiaries, affliated companies, officers, directors, owners, employees, partners, agents or insurers, arising out of her employment, and for her service on behalf of the LWDA and Aggrieved Employees, Defendants agree not to oppose or impede any application or motion by Plaintiff for a service award of up to Seven Thousand Five Hundred Dollars ($7,500).("Service Award"). Upon receipt of the Service Award, Plaintiff will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants arising out of, or relating to, Plaintiff's employment with Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations

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and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Plaintiff will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

16. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Service Award sought by Plaintiff is not ultimately awarded by the Court.

17. Settlement Administration Costs. The Parties will retain CAC Services, LLC, as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately Thirty-Seven (as of September 2, 2026) Aggrieved Employees, Settlement Administration Costs are estimated at $2,537.25).

18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment"). Plaintiff will be responsible for filing a motion seeking approval of this Settlement Agreement. This settlement is intended to and shall resolve all claims in their entirety, including all claims under the Private Attorneys General Act, and plaintiff's individual claims that were asserted or could have been asserted in this Action. Defendant will cooperate with Plaintiff's efforts to file a timely motion for approval. The Parties will work together in good faith to

resolve all issues necessary to effectuate the settlement, including but not limited to, obtaining approval of the settlement from the Court.

19. Funding of the Settlement. Within thirty (30) calendar days after entry of the Order and Judgment, Defendants will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days after the Gross Settlement Amount is deposited into the QSF, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

20. List of Aggrieved Employees. On or before the date of the funding of the Gross Settlement, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby

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leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

22. Settled Claims and Release by Aggrieved Employees. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved Employees, including by the Court's approval of this Settlement the State of California to the extent represented in this Action by the Plaintiff as proxy of the State of California and the LWDA, are deemed to release, on behalf of themselves and their representatives, agents, attorneys, administrators, successors and assigns, the d Defendants and/or Defendants' past or present parents, subsidiaries, affliated companies, officers, directors, owners, employees, partners, agents or insurers, successors and assigns, from any and all Settled Claims during the Settlement Period.

23. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as proxy and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

24. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee 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 Aggrieved Employee may be entitled under any benefit plans.

25. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

26. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve

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the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, the Parties will work together expeditiously to resolve any issues to obtain Court approval of this Settlement Agreement, and seek the assistance, if necessary of the mediator who assisted the Parties in reaching this Settlement Agreement. If, after all efforts have been exhausted, the Court does not approve of the Settlement Agreement, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions. As noted, the Court's reduction or refusal to award any requested Service Payment, or reduction in the amount of Service Payment or Attorneys' Fees and Costs, will not have any affect on this Settlement Agreement.

27. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

28. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

29. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

30. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

31. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

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and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

32. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

33. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

34. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

35. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

36. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

37. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

38. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

39. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to

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recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

40. Defendant Rohnert Park Lodging, LLC affirms that they have not consulted or retained bankruptcy counsel as of the date of this Settlement.

41. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

42. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

43. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

44. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

45. Confidentiality. The Parties agree to keep the terms and existence of this Agreement strictly confidential, and shall not reveal the terms and existence of this Agreement to any other person or entity, except as required by operation of this Agreement, including notification to the Court, the LWDA, the administrator, and the Aggrieved employees. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms and existence of this Agreement and Settlement.

46. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or

communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 11 / 09 / 2026

NEYDA BERNARDEZ CASTILLO

DEFENDANT

Dated: 11/05/2026

Authorized Signatory for ROHNERT PARK LODGING LLC d.b.a. FAIRFIELD INN & SUITES BY MARRIOTT SANTA ROSA ROHNERT PARK

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Title	Acuerdos de conciliación – Solicitud de firma (Long Form...
File name	Long-Form_Settlem..._Final_Signed.pdf
Document ID	dd43704ae31104c5ffcafcdea60c13822b1ee4ce
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Status	Signed

Document History

SENT	**11 / 06 / 2026** 19:25:43 UTC	Sent for signature to Neyda Bernandez Castillo (neydabernardez997@gmail.com) from denice@sullivanlawgroupapc.com IP: 98.173.41.85
VIEWED	**11 / 06 / 2026** 20:12:14 UTC	Viewed by Neyda Bernandez Castillo (neydabernardez997@gmail.com) IP: 172.56.43.244
SIGNED	**11 / 09 / 2026** 18:39:00 UTC	Signed by Neyda Bernandez Castillo (neydabernardez997@gmail.com) IP: 172.56.46.76
COMPLETED	**11 / 09 / 2026** 18:39:00 UTC	The document has been completed.

Exhibit 2

LAFFEY MATRIX

History
Case Law
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

LWDA	$75.00	
One Legal	$498.53	
Knox	$127.75	
Postage	$86.74	
Transportation	$225.55	
Copies	$209.55	
Subtotal	**$1,223.12**	**8/26/2026**
Coen Mediation Services APC	$4,250.00	9/2/26 mediation
2nd Sub-total	**$5,473.12**	**8/26/2026**

Exhibit 4

NOTICE OF PAGA SETTLEMENT

Neyda Bernardez Castillo v. Rohnert Park Lodging, LLC

(Superior Court of California, County of Sonoma, Case No. 25CV07971)

CAC Services Group, LLC
6420 Flying Cloud Dr, Suite 101
Eden Prairie, MN 55344
Telephone: (866)-602-2260

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA") ("the Action"). The plaintiff is Neyda Bernardez Castillo ("Plaintiff"), and the Defendant is Rohnert Park Lodging, LLC d.b.a. Fairfield Inn & Suites By Marriott Santa Rosa Rohnert Park ("Defendant"). The Action sought civil penalties for purported violations of the California Labor Code on behalf of all individuals who worked for Defendants in California who were employed during the PAGA Period ("PAGA Group Employees"). The PAGA Period is August 28, 2024, through the date of Court approval.

It is important to note that Defendant denies all claims and allegations in the Action, denies that it owes any penalties, asserts that it has fully complied with all applicable Labor Code provisions, further asserts that all employees were correctly and timely paid all wages and that meal periods and rest breaks were provided as and when required by applicable law. Nevertheless, without admitting any wrongdoing and to avoid further costs and business disruption in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of the PAGA claims. However, by approving the settlement, the Court has not ruled on the merits of Plaintiff's claims and has not suggested which side would win or lose this case at trial. All aggrieved employees are deemed to waive and release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendant from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case. You will be bound by the release of PAGA claims even if you do not cash your settlement check.

The Settlement resolves all PAGA claims alleged in the Action, including but not limited to remedies available under Labor Code section 2699, for violations of the California Labor Code governing: meal and rest breaks, unpaid wages, minimum wage, overtime pay, wage statements, business expense reimbursement, and final pay. You will retain your right to bring claims not released in this action against Defendant in your individual capacity.

By Order dated Date of Court Approval, the Superior Court approved the Settlement and the release of the Claims. According to the Defendant's records, you are a PAGA Group Employee and therefore entitled to a share of the settlement based upon the Court approved allocation.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant has made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING. DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT OR TO ASK QUESTIONS ABOUT THE CLAIMS PROCESS. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR USING THE CONTACT INFORMATION AT THE TOP OF THIS CORRESPONDENCE.