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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

ERIC CALDERON on behalf of himself, all
others similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

CELS ENTERPRISES, INC. DBA
CHINESE LAUNDRY; and DOES 1-
100,

Defendants.

Case No.: CIVSB2308785

CLASS ACTION

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC., IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 3, 2025

Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept.: S26

1 I, Nick Castro, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Calderon, etc.,*
6 *v. CELS Enterprises, Inc.*, matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class Action Settlement*, (collectively referred to as “Notice Packet”); (b) receiving and
18 processing requests for exclusion; (c) resolving Settlement Class Members’ disputes over the
19 number of workweeks Defendants have record of them working during the Class Period, which
20 was pre-printed on their individualized Class Notice; (d) calculating individual settlement award
21 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
22 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
23 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
24 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
25 orders ILYM Group to perform.

26 4. On November 26, 2024, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice
28 Packet, which was approved by the Parties’ Counsel.

1 5. On November 27, 2024, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, class
3 workweeks, PAGA pay periods, and employment dates for each Settlement Class Member. The
4 data file was uploaded to our database and checked for duplicates and other possible discrepancies.
5 The Class List contained 275 individuals who worked 11,985.61 work weeks and 126 PAGA
6 aggrieved employees who worked 3,067 pay periods.

7 6. As part of the preparation for mailing, all 275 names and addresses contained in the
8 Class List were then processed against the National Change of Address (“NCOA”) database,
9 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
10 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
11 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
12 address was found in the NCOA database, the updated address was used for the mailing of the
13 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
14 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

15 7. On January 22, 2025, the Notice Packet was mailed, via U.S First Class Mail, to all
16 275 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
17 copy of the mailed Notice Packet.

18 8. As of the date of this declaration, 45 Notice Packets have been returned to our office
19 as undeliverable. Of the 45 returned Notice Packets, none were returned with a forwarding address.
20 ILYM Group performed a computerized skip trace on the 45 returned Notice Packets that did not
21 have a forwarding address in an effort to obtain an updated address for the purpose of re-mailing
22 the Notice Packet. As a result of this skip trace, 28 updated addresses were obtained and the Notice
23 Packets were promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 28 Notice Packets have been re-mailed.
25 Specifically, 28 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

26 10. As of the date of this declaration, a total of 17 Notice Packets have been deemed
27 undeliverable. Specifically, 17 have been deemed undeliverable as no updated address was found
28 notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was February 21, 2025.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was February 21, 2025.

13. As of the date of this declaration, ILYM Group has not received any disputes. The deadline to submit a dispute was February 21, 2025.

14. Participating Claimants will receive a proportional share of the Net Settlement Fund through individual settlement payments, calculated by a pro-rata formula, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Awards, Claims Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

Gross Settlement Amount	\$500,000.00
Class Counsel Fees	\$166,666.67
Class Counsel Expenses	\$30,000.00
Class Representative Service Payments	\$7,500.00
ILYM Group Fees	\$5,950.00
LWDA	\$7,500.00
PAGA Allocation to Aggrieved Employees	\$2,500.00
Net Settlement Amount	\$279,883.33

To determine a Participating Claimant's individual settlement award payment, the Net Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Claimant. Based on these calculations, the Participating Claimants will receive an estimated average gross payment of \$1,017.76, with the estimated highest gross payment being \$4,463.43, and the estimated lowest gross payment being \$3.27.

Individual PAGA Payments to the Aggrieved Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of

1 PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these
2 calculations, the Aggrieved Employees will receive an estimated average payment of \$19.84, with
3 the estimated highest payment being \$34.94, and the estimated lowest payment being \$0.11.

4 15. ILYM Group's total fees and costs for services in connection with the administration
5 of this Settlement, which includes fees and costs incurred to date, as well as anticipated fees and
6 costs for completion of the settlement administration, are \$5,950.00. ILYM Group's work in
7 connection with this matter will continue with the calculation of the settlement award payments,
8 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
9 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
10 Group to perform.

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
13 was executed this 11th day of March 2025, at Tustin, California.

14
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16 *Nick Castro*
NICK CASTRO
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CALIFORNIA SUPERIOR COURT, COUNTY OF SAN BERNARDINO
Eric Calderon, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff,
v. CELS Enterprises, Inc. dba Chinese Laundry, Defendant
Case No. CIVSB2308785 and Case No. CIVSB2312110 (“Complaints” or “Action”)

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don’t act.*

TO: All individuals who are employed or have been employed by CELS Enterprises, Inc. dba Chinese Laundry (“Chinese Laundry” or “Defendant”) in the State of California as hourly non-exempt employees and worked at one of Chinese Laundry’s warehouses in California at any time from April 14, 2019, to December 11, 2022.

The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All individuals who are employed or have been employed by Chinese Laundry in the State of California as hourly non-exempt employees and worked at one of Chinese Laundry’s warehouses in California at any time from April 14, 2019, to December 11, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

Chinese Laundry’s records indicate that you may be a Class Member. The settlement will resolve all Class Members’ Released Claims, as described in Section No. 9 below, from April 14, 2019, to December 11, 2022

(this time period is referred to as the “Class Period”). If you worked for Chinese Laundry at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on November 21, 2024, in the California Superior Court, County of San Bernardino. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. *What Is This Case About?*

A class action complaint was filed by Eric Calderon on April 14, 2023, in San Bernardino County Superior Court (Case No. CIVSB2308785) alleging that Defendant failed to pay all straight time and overtime wages, failed to provide lawful meal and rest periods, failed to adopt a complaint sick pay policy, failed to provide accurate itemized wage statements, failed to pay all wages due at the termination of employment, and violated the Unfair Competition Law.

On May 1, 2023, Plaintiff Eric Calderon filed a PAGA complaint in the San Bernardino County Superior Court (Case No. CV-23-004196) alleging that Defendant violated the PAGA by failing to pay all straight time and overtime wages, failing to provide lawful meal and rest periods, failing to adopt a complaint sick pay policy, failing to provide accurate itemized wage statements, and failing to pay all wages due at the termination of employment.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you were employed as an hourly non-exempt employee by Defendant in California and worked at one of Defendant’s warehouses in California at any time from April 14, 2019, to December 11, 2022.

If you are a Class Member and worked at least one pay period for Defendant at any time between February 15, 2022, to December 11, 2022, you are also an “Aggrieved Employee” under the settlement.

4. *How Does This Class Action Settlement Work?*

Plaintiff Eric Calderon brings this action behalf of himself and all other similarly situated individuals who worked for Defendant as non-exempt employees in California at any time during the Class Period. Plaintiff and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On November 25, 2024, the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on April 3, 2025, at 8:30 a.m., in Department S26 before Judge Jessica Morgan, located at 247 W. 3rd Street, San Bernardino, CA 92415. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court's website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class ("Class Counsel")	Attorneys for CELS Enterprises, Inc., dba Chinese Laundry
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS Peter Horton phorton@lfecr.com 4100 West Alameda Avenue, Third Floor Burbank, California 91505 Telephone: (323) 486-5101	O'HAGAN MEYER Katherine Den Bleyker Sohin S. Gautam 550 S. Hope Street, Suite 2400 Los Angeles, California 90071 Telephone: (213) 647-0005

The Court has decided that Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at P.O. Box 2031, Tustin, CA 92781; (d) be signed by you or your lawful representative; and (e) be postmarked no later than February 21, 2025.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than February 21, 2025. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims:

The Released Class Claims include any and all claims that were asserted in the Class Action Complaint or could have arisen out of the allegations made in the Class Action Complaint. This release shall also apply to any amended complaint which is filed with the Court after August 12, 2024, i.e., the date of the mediation. This release shall be for the Class Period.

¹ “Released Parties” mean Defendant, and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include:

The Released PAGA Claims include any and all claims that were asserted in the PAGA Complaint or could have arisen out of the allegations made in the PAGA Complaint. PAGA Aggrieved Employees are deemed to release all claims that were asserted or could reasonably have asserted based on the facts alleged in the Actions and/or the LWDA letter. This release shall be for the PAGA Period.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$500,000 (“Gross Settlement Amount” or “GSA”).

A. Deductions from the Settlement

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$7,500, for prosecution of the Action, risks undertaken for the payment of attorneys’ fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$10,000; (3) a payment of \$10,000 allocated to the PAGA claims; (4) Employer Taxes; and (5) payment to Class Counsel in an amount not to exceed \$166,666.67 (33% of the Gross Settlement Amount) for attorneys’ fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to ((i) the number of weeks he or she worked for Defendant, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. Therefore, the value of each Class Member’s Individual Settlement Share ties directly to the amount of weeks that he or she worked during the Class Period (April 14, 2019, to December 11, 2022).

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$7,500 (75% of the \$10,000 total PAGA Payment). The remaining \$2,500 is the “Net PAGA Settlement Amount” and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of workweeks he or she worked for Defendant, based on the PAGA Data provided by Defendant, divided by (ii) the total number of workweeks worked by all Aggrieved Employees based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. Therefore, the value of each Aggrieved Employee’s Individual PAGA Settlement Share ties directly to the amount of workweeks that he or she worked during the PAGA Period (February 15, 2022, to December 11, 2022).

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon

the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$«Est_Settlement_Payment», less taxes. This is based on the Class Data which shows you worked «Class_Weeks» workweeks during the period of April 14, 2019, to December 11, 2022.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$«Est_PAGA_Payment». This is based on the PAGA Data which shows you worked «PAGA_Weeks» pay periods during the period of February 15, 2022, to December 11, 2022.

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at (888) 250-6810 no later than February 21, 2025, or mail documentation to the Settlement Administrator at P.O. Box 2031, Tustin, CA 92781 that is postmarked no later than February 21, 2025. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Messer during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

A third (33.33%) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Two-thirds (66.66%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

F. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at (888) 250-6810. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the State of California Controller's Office under the Unclaimed Property Statutes in the name of the Class Member.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 33% of the Gross Settlement Amount (\$166,666.67) for attorney fees and \$30,000 for litigation costs.

Defendant has paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$7,500, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. You can receive a copy of the settlement agreement by contacting Class Counsel at (619) 234-2833, or by accessing the Court docket in this case through the Court's website at <https://www.sb-court.org>, or by visiting the office of the Court at 247 W. 3rd Street, San Bernardino, CA 92415 between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the *Eric Calderon v. CELS Enterprises, Inc.* Class Action Settlement when calling the Settlement Administrator or Class Counsel.

To view the case documents on the Court's website, access the website <https://www.sb-court.org>. Once at this website, click on the "Online Services" link. Then click the link that says "Learn More" under the heading "Case Information and Document Sales." At the bottom of the page, click on the link "Accept (Court Access Portal)." Then, click on the heading "Search" and select "Case Information" under that heading. On the next page, type the case number "CIVSB2308785" into the box with the words Case Number." Then, click the "Search" button. This will take you to the case information. If you select the heading "Documents" on this page you will be able to access all of the documents filed in the case.

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

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.