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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **IN AND FOR THE COUNTY OF STANISLAUS**  
9

10 FRANCISCO RAMIREZ on behalf of himself,  
11 all others similarly situated, and on behalf of the  
12 general public,

13 Plaintiff,

14 vs.

15 MESSER LLC; and DOES 1-100,  
16 Defendants.  
17

Case No: CV-23-002006

Honorable John Freeland  
Department 23

18 **CLASS ACTION**

19 **DECLARATION OF LINDSAY ROMO**  
20 **REGARDING NOTICE AND**  
21 **SETTLEMENT ADMINISTRATION**  
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I, LINDSAY ROMO, hereby declare:

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Francisco Ramirez (“Plaintiff”), and Messer LLC (“Defendant”), (collectively the “Parties”), to provide settlement administration services in the *Francisco Ramirez v Messer LLC* case (“Settlement”). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel and Class Members; (d) printing and mailing the Notice of Class Action Settlement to Class Members in English; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

4. A toll-free telephone number was included in the Notice of Class Action Settlement for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-

1 business hours. Spanish-speaking representatives are available during normal business hours. The toll-  
2 free telephone number included in the Notice of Class Action Settlement was (888) 369-3780 and was  
3 live on January 21, 2025.

#### 4 NOTIFICATION TO THE CLASS

5 5. On December 18, 2024, Simpluris received the Court-approved Notice of Class Action  
6 Settlement (hereafter “Class Notice”). The Class Notice advised Class Members of their right to request  
7 exclusion from the Settlement, object to the Settlement, dispute Workweeks, do nothing, and the  
8 implications of each such action. The Class Notice advised Class Members of applicable deadlines and  
9 other events, including the Final Approval Hearing, and how Class Members could obtain additional  
10 information.

11 6. On January 6, 2025, Defendant’s Counsel provided Simpluris a Class List containing  
12 each Class Member’s last known full name, last known mailing address, last known telephone number,  
13 Social Security Number, and Class Period and PAGA Period workweeks (“Class Data and List”). The  
14 Class Data and List contained data for one hundred and thirty-two (132) individuals.

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

21 8. On January 21, 2025, the Class Notice was mailed to one hundred and thirty-two (132)  
22 individuals identified as Class Members. The Class List was mailed via First Class in English. A copy  
23 of the Class Notice is attached hereto as **Exhibit A**.

24 9. A total of seven (7) Class Notices were returned to Simpluris. Of these, none were  
25 returned with a forwarding address. If a Class Member’s Class Notice was returned by the USPS as  
26 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.  
27 skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.  
28

1 Simpluris used the Class Member's name and previous address to locate a current address. Through  
2 the advanced address searches, Simpluris was able to locate five (5) updated addresses and Simpluris  
3 promptly mailed a Class Notice to those updated addresses. As of this date, there are two (2) Class  
4 Notices that remain undeliverable.

5 10. The Escalator Clause of the Settlement Agreement indicates if during the period of April  
6 14, 2019 through August 15, 2024 the actual number of Workweeks exceeds 15,494 by more than ten  
7 percent (10%) (i.e., the Workweeks for the period referenced are actually more than 17,044), Defendant  
8 shall have the option to either: (a) permit the Gross Settlement Amount be increased on a proportional  
9 basis to the extent the threshold is exceeded (e.g., if the threshold referenced herein is exceeded by 11%,  
10 the Gross Settlement Amount will increase by 1%); or (b) ending the Class Period as of the date the  
11 qualifying Workweeks reach 17,044 ("Settlement End Date"). The total number of Workweeks during  
12 this period was 16,848, which does not exceed the Escalator Clause. Therefore, the Escalator Clause is  
13 not triggered and the Gross Settlement Amount remains \$450,000.00.

#### 14 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

15 11. The deadline for Class Members to submit a Request for Exclusion from the Settlement,  
16 Object to the Settlement, or Workweeks Dispute was March 7, 2025.

17 12. As of this date, Simpluris has not received any Requests for Exclusion from Class  
18 Members.

19 13. As of this date, Simpluris has not received any Objections to the Settlement from Class  
20 Members.

21 14. As of this date, Simpluris has not received any Workweeks Disputes from Class  
22 Members.

#### 23 **CLASS MEMBER AWARDS**

24 15. As of this date, there are one hundred and thirty-two (132) Settlement Class Members  
25 who will be paid their portion of the Net Settlement Amount.

26 16. The Net Settlement Amount of \$249,234.96 available to pay Settlement Class Members  
27 was determined by subtracting the Attorneys' Fees (\$150,000.00), Attorneys' Costs (\$18,765.04),  
28

Enhancement Payment (\$5,000.00), LWDA Payment (\$15,000.00), PAGA Class Payment (\$5,000.00), and the Settlement Administration Costs (\$7,000.00) from the Gross Settlement Amount of \$450,000.00.

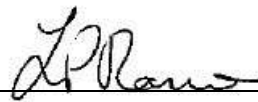
17. The *average estimated Individual Settlement Payment* is \$1,888.14, the *highest estimated Individual Settlement Payment* is \$4,123.63, and the *lowest estimated Individual Settlement Payment* is \$14.80.

18. The *average estimated PAGA Payment* is \$50.00, the *highest estimated PAGA Payment* is \$75.66, and the *lowest estimated PAGA Payment* is \$2.47.

#### ADMINISTRATION COSTS

19. 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 \$7,000.00. 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 2<sup>nd</sup> day of April 2025, in Irvine, CA.



Lindsay Romo

# **EXHIBIT A**

**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.*

«IMbJullBarcodeEncoded»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»  
«BarcodeString»

**TO: All persons employed by Messer LLC in California as a non-exempt driver from April 14, 2019 through August 15, 2024.**

The California Superior Court, County of Stanislaus has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned actions (“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 persons employed by Messer LLC in California as a non-exempt driver from April 14, 2019 through August 15, 2024.

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?***

Messer LLC's (hereinafter referred to as "Defendant" or "Messer") 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 through August 15, 2024 (the "Class Period").

A Preliminary Approval Hearing was held on December 6, 2024, in the California Superior Court, County of Stanislaus. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on April 29, 2025, at 8:30 a.m., before Judge John D. Freeland, located at 801 10th Street, Modesto, California 95354, Department 23.

## **2. *What Is This Case About?***

A class action complaint was filed by Plaintiff Francisco Ramirez on April 14, 2023, in Stanislaus County Superior Court (Case No. CV-23-002006). The complaint alleges the following claims against Defendant: (1) Failure to Pay All Straight Time Wages, (2) Failure to Pay All Overtime Wages, (3) Failure to Adopt a Complaint Sick Pay Policy, (4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions, (5) Failure to Pay All Wages Due at the Time of Termination of Employment, and (6) Violation of Unfair Competition Law (Business & Professions Code § 17200, *et seq.*).

On July 27, 2023, Plaintiff Francisco Ramirez filed a PAGA complaint in the Stanislaus County Superior Court (Case No. CV-23-004196). The complaint alleges the following PAGA claims against Defendant: (1) Failure to Pay All Straight Time Wages, (2) Failure to Pay All Overtime Wages, (3) Failure to Pay All Wages Due at the Time of Termination of Employment, (4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions, (5) Failure to Adopt a Complaint Sick Pay Policy.

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 by Defendant in California as a non-exempt driver from April 14, 2019 through August 15, 2024.

If you were employed by Defendant in California from April 10, 2022 through August 15, 2024, you are also an "Aggrieved Employee" under the settlement.

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

Plaintiff Francisco Ramirez brings this action behalf of himself and all other similarly situated individuals who worked for Defendant as non-exempt drivers 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. The Court file has the settlement documents, which explain the settlement in greater detail. The pleadings and other records in this litigation may be examined online on the Stanislaus County Superior Court’s website at <https://stanportal.stanct.org/>

After arriving at the website, click the “Search” tab at the top of the page and select “Case Information.” Then enter the case number and click “Search.” You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

## **5. Who Are the Attorneys Representing the Parties?**

| <b>Attorneys for Plaintiff and the Class (“Class Counsel”)</b>                                                                                                                                                                                                                                        | <b>Attorneys for Messer LLC</b>                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MARA LAW FIRM, PC</b><br>David Mara<br><a href="mailto:dmara@maralawfirm.com">dmara@maralawfirm.com</a><br>Jill Vecchi<br><a href="mailto:jvecchi@maralawfirm.com">jvecchi@maralawfirm.com</a><br>2650 Camino Del Rio North, Suite 302<br>San Diego, California 92108<br>Telephone: (619) 234-2833 | <b>JACKSON LEWIS P.C.</b><br>Nathan W. Austin<br>Evan D. Beecher<br>400 Capital Mall, Suite 1600<br>Sacramento, California 95814<br>Telephone: (916) 341-0404 |

The Court has decided that Mara Law Firm, PC, is 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, 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 26170, Santa Ana, CA 92799; (d) be signed by you or your lawful representative; and (e) be postmarked no later than March 7, 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 March 7, 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 Parties<sup>1</sup> from the Released Class Claims:

The Released Class Claims include all claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in the Actions, and any amendments

<sup>1</sup> “Released Parties” means, collectively, (i) Defendant; (ii) each of Defendant’s respective past and present parents, subsidiaries, partners, affiliates, brands, including, without limitation, Messer North America Inc., and any corporation, limited liability company, or partnership which could be jointly liable with Defendant for the claims alleged; (iii) the past and present board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing which could be jointly liable with Defendant for the claims alleged; and (iv) any individual or entity which could be jointly liable with Defendant for the claims alleged.

thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 213, 218, 218.5, 222, 223, 224, 226, 226.3, 226.7, 233, 234, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, and 1197, California Industrial Welfare Commission Wage Orders, California Code of Regulations, Title. 8, section 11040, 11090, and 3395 *et seq.*, Business and Professions Code sections 17200 *et seq.*, California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Actions (collectively “Released Class Claims”), during the Class Period. Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Class Claims.

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:

PAGA Aggrieved Employees are deemed to release all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Actions and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to sections 201, 202, 203, 204, 210, 213, 218, 221, 222, 223, 224, 226, 226.3, 226.7, 233, 234, 246, 246.5, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, and 1197.1, as alleged in the PAGA Action complaint, and the California Industrial Welfare Commission Wage Orders based on the facts alleged in the Actions (collectively “Released PAGA Claims”). The Settlement shall release, and bar, all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members during the PAGA Period. PAGA Members cannot and do not have the right to opt out of the release of their PAGA claims against the Released Parties.

## **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 \$450,000 (“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 \$5,000, 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 \$20,000 allocated to the PAGA claims; (4) Employer Taxes; and (5) payment to Class Counsel in an amount not to exceed \$150,000 (33 1/3% of

the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$20,000 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 through August 15, 2024).

#### 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 \$15,000 (75% of the \$20,000 total PAGA Payment). The remaining \$5,000 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 (April 10, 2022 through August 15, 2024).

#### 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: \$«MERGED\_Class\_EstSettAmnt\_CALC», less taxes. This is based on the Class Data which shows you worked «MERGED\_Class\_WW» workweeks during the period of April 14, 2019 through August 15, 2024.

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: \$«MERGED\_PAGA\_EstSettAmnt\_CALC». This is based on the PAGA Data which shows you worked «MERGED\_PAGA\_WW» pay periods during the period of April 10, 2022 through August 15, 2024.

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at (888) 369-3780 no later than March 7, 2025 or mail documentation to the Settlement Administrator at P.O. Box 26170, Santa Ana, CA 92799 that is postmarked no later than March 7, 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

Ten percent (10%) 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. 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.

Ninety percent (90%) 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) 369-3780.** If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to The United Way.

***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 1/3% of the Gross Settlement Amount (\$150,000) for attorney fees and \$20,000 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 \$5,000, 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.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Messer Class Action Settlement.

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