

SETTLEMENT AGREEMENT

DANIELLA SABRINA-MARIE ALDRICH and JOSEFINA SANTANA MARQUEZ

V.

KALANI'S AT LAKE TAHOE

This Settlement Agreement (“Agreement” or “Settlement”) is reached by and between Plaintiffs Josefina Santana Marquez and Daniella Sabrina-Marie Aldrich (“Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant 3LB, LLC dba Kalanis at Lake Tahoe (“Kalanis” or “Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Abramson Labor Group and Moon Law Group, PC (“Class Counsel”). Defendant is represented by Alexander M. Medina and Kyle W. Owen of Medina McKelvey, LLP (“Defense Counsel”).

On June 20, 2023, Plaintiff Marquez filed a class action complaint against Defendant in El Dorado County Superior Court (the “Court”), titled *Marquez v. 3LB, LLC, Kalanis at Lake Tahoe*, Case No. 23CV0985. On August 31, 2023, Plaintiff Marquez filed her First Amended Complaint alleging claims against Defendant for: (i) meal period violations; (ii) rest period violations; (iii) wage statement violations; (iv) waiting time penalties; and (v) unfair competition. Plaintiff Marquez also filed a letter with the Labor & Workforce Development Agency (the “LWDA”) on June 22, 2023, seeking civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*, based on the same violations alleged in her complaint. (These matters are collectively referred to as the “Marquez Action”.) On June 20, 2023, Plaintiff Aldrich filed a class action complaint against Defendant in El Dorado County Superior Court (the “Court”), titled *Aldrich v. 3LB, LLC, Kalanis at Lake Tahoe*, Case No. 23CV0980. On October 20, 2023, Plaintiff Aldrich filed her First Amended Complaint alleging claims against Defendant for: (i) failure to pay minimum wages; (ii) failure to pay overtime compensation; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to indemnify necessary business expenses; (vi) failure to pay timely wages at termination; (vii) failure to provide accurate itemized wage statements; (viii) unfair business practices; and (iv) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.* (“Aldrich Action”). Plaintiff Aldrich also filed a letter with the LWDA on June 19, 2023 seeking civil penalties for the violations alleged in the Aldrich Action.

The Parties shall stipulate to filing a consolidated complaint in the Aldrich matter, wherein a Second Amended Complaint (the “SAC”) will be filed adding Plaintiff Marquez, after which Plaintiff Marquez will dismiss the Marquez action without prejudice. The SAC shall be the “Operative Complaint”, and references to the Operative Complaint herein are meant to include both Plaintiffs’ claims against Defendant, notwithstanding the fact that the SAC has not been filed as of the signing of this Agreement.

Given the uncertainty of litigation, the Parties wish to settle Plaintiffs’ claims on a classwide and representative basis. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiffs and Defendant stipulate to the certification of a “Settlement Class,” which shall be defined as:

All current and former non-exempt employees who worked for Defendant in California at any time from June 20, 2019 to July 5, 2024 (the “Class Period”).

Defendant represents there are approximately 249 Settlement Class members.

The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **Release by Settlement Class.** Upon the occurrence of the Effective Date (defined below) and the Settlement being fully funded by Defendant, Plaintiffs and every Settlement Class member who does not opt-out of the class portion of the Settlement (“Participating Class Members”) will release and discharge Defendant from any and all causes of action, claims, rights, damages, and penalties arising under California law that were alleged in the Operative Complaint or that could have been alleged based on the facts alleged in the Operative Complaint, including, but not limited to: (a) any alleged failure by Defendant (1) to provide meal periods or pay meal period premium wages, (2) to authorize and permit rest periods or pay rest period premium wages, (3) to issue compliant wage statements, (4) to timely pay wages at the end of employment, (5) to pay all minimum and overtime wages owed, and (6) to reimburse for all business expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(6) above; and (c) any violation of the California Labor Code arising from the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of California Labor Code sections 201–204, 226, 226.7, 512, 516, 558, 1198 or any other applicable state statute, rule and/or regulation (Wage Order), during the Class Period (“California Released Claims”). In addition, all Settlement Class members (whether or not they opt out) who worked for Defendant in California at any point from June 19, 2022 to July 5, 2024 (the “PAGA Period”) shall release any right or claim for civil penalties pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the alleged failures set forth in (a)(1) through (a)(6) above (“PAGA Released Claims”). The release of the PAGA Released Claims shall apply to the duration of the PAGA Period.
3. **Release by Plaintiffs.** Upon the occurrence of the Effective Date and the Settlement being fully funded, Plaintiffs, as the Class Representatives, agree to further release Defendant from any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local wage-and-hour laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiffs, or the heirs, successors and/or assigns of Plaintiffs, arising at any time prior to the date that Plaintiffs execute this Agreement. This release expressly excludes any workers’ compensation claim that Plaintiffs may have, any claims for unemployment insurance, or any other claims which cannot be released by law. The claims released under this section shall be referred to as “Plaintiffs’ Released Claims.” As to Plaintiffs’ Released Claims only, Plaintiffs expressly waive all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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 releasing party.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a “Gross Settlement Amount” or “GSA” of Two Hundred Sixteen Thousand Dollars and Zero Cents (\$216,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators (“Phoenix”) as the “Settlement Administrator” to administer this Settlement.
 - B. The Gross Settlement Amount shall be funded in accordance with the following schedule: Defendant shall make thirty-six (36) monthly payments of \$6,000 each. The payment period shall begin on July 1, 2024, and run until the expiration of the 36-month period. Defendant is not required to submit the first payment (to the Settlement Administrator or a designate escrow account) until 14 days after the Court enters final approval of the Settlement. The first payment amount will, however, accrue from July 1, 2024 forward, so the first payment amount will be equal to the monthly accrual until final approval. For example, if 10 months have elapsed from July 1, 2024, until 14 days after the final approval, the first payment amount would be \$60,000. Nothing in this paragraph shall preclude Defendant from funding all or a portion of the Gross Settlement Amount in advance of the deadlines outlined herein in the event Defendant chooses to do so. All payments by Defendant shall be deposited with the Settlement Administrator.
 - C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - i. All payments to the Settlement Class;
 - ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$10,000;
 - iii. Up to \$5,000.00 to each Plaintiff as Class Representative Service Payments (totaling \$10,000), in recognition of Plaintiffs’ contributions to the Action and to the Settlement Class;
 - iv. Class Counsel attorney fees of one-third of the GSA (currently estimated to be \$71,999.28), plus litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, which are currently estimated to be no greater than \$20,000.00;
 - v. The Parties have set aside \$20,000.00 of the GSA as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$15,000, will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25%, or \$5,000.00, will be payable to certain Settlement Class Members as the “PAGA Amount” as discussed below.
 - D. Defendant’s share of payroll taxes on any wage portion of the payments to the Settlement Class shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. Defendant’s share of payroll taxes shall be deposited by Defendant with the Settlement Administrator at the same time it deposits the final installment payment of the Gross Settlement Amount.
 - E. **Escalator Clause.** Defendant represents that Settlement Class members worked approximately 8,200 workweeks in California from June 20, 2019 to July 5, 2024. Workweeks shall be calculated by dividing the total hours worked by all class members by the average shift length by the average number of shifts per week. If

the number of workweeks worked by Settlement Class members in California during the Class Period (“Workweeks”), as determined by the Settlement Administrator (using the above formula) after preliminary approval is more than 10% greater than 8,200 (i.e., if the Settlement Class members worked 9,021 or more Workweeks during the Class Period), then the Gross Settlement Amount shall increase by the increase in workweeks over 9,021 (i.e., over 10%). For example, if the number of Workweeks worked by Settlement Class members during the Class Period is twelve percent (12%) greater than 8,200, then the Gross Settlement Amount will increase by two percent (2%). If this escalator clause is triggered, Defendant shall have the option to increase the GSA as described above or Defendant may adjust the release period so that the escalator clause is not triggered.

5. **Effective Date.** The “Effective Date” of the settlement agreement shall be the day after all of the following have occurred: (1) final approval of the settlement is granted by the Court; (2) Judgment approving the settlement becomes Final. “Final” shall mean the latest of: (a) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court, or, (b) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (c) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment, which is the 61st day after final approval; and (3) the Gross Settlement Amount has been deposited with the Settlement Administrator.
6. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment from the Settlement (“Settlement Award”). Settlement Awards will be determined and paid as follows:
 - A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel’s attorneys’ fees and litigation costs, Plaintiffs’ Class Representative Service Payments, the Settlement Administrator’s administration costs, and PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount” or “NSA.” Settlement Awards will be the total of each Settlement Class member’s (i) payment from the NSA and (ii) payment, if any, from the PAGA Amount, as described below.
 - B. Payments from the Net Settlement Amount: The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of Workweeks worked for Defendant. The Settlement Administrator will calculate each Participating Class Member’s payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member’s number of Workweeks, and the denominator of which is the total Workweeks worked by all Participating Class Members.
 - C. Payments from the PAGA Amount: In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$5,000.00) has been set aside as the “PAGA Amount,” as mentioned above. The PAGA Amount shall be paid to all Settlement Class Members (regardless of whether they opt-out) who were employed by Defendant at any time during the PAGA Period, based on their proportional number

of pay periods they were employed by Defendant during the PAGA Period (“PAGA Pay Periods”). Specifically, each Settlement Class member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all Settlement Class members.

- D. Within seven (7) business days following Defendant’s deposit of the Gross Settlement Amount and the employer’s share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within five (5) business days of (i) the occurrence of the Effective Date and (ii) receiving approval of its calculations by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payments to Plaintiffs, the LWDA’s PAGA payment to the LWDA, and Class Counsel’s attorneys’ fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.
- E. For purposes of calculating applicable taxes and withholdings for payments, each Settlement Award shall be allocated as follows: for amounts paid from the PAGA Amount, 100% penalties; for amounts paid from the Net Settlement Amount, 20% wages, and 80% as penalties and expense reimbursement. The Settlement Administrator shall issue to Settlement Class members an IRS Form W-2 for amounts deemed “wages” and an IRS Form 1099 for the portions allocated as penalties and expense reimbursement. As stated above, Defendant is responsible for the employer’s share of the payroll taxes on the wage portion of the Settlement Awards, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.
- F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed. If any Settlement Award check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall perform a “skip trace” for the Settlement Class member to whom the Settlement Award was mailed, and shall re-mail the Settlement Award to any new address obtained through the skip trace.
- G. Neither Plaintiffs nor Defendants, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of one-third of the Gross Settlement Amount (currently estimated at \$71,999.28), plus actual costs and expenses as supported by declaration in an amount not to exceed \$20,000. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel an IRS Form 1009 when the Settlement Administrator pays the fee and cost award approved by the Court.
8. **Class Representative Service Payments.** Plaintiffs will request, and Defendant will not oppose, a Class Representative Service Payment of \$5,000.00 from the Gross Settlement Amount for each Plaintiff, in recognition of Plaintiffs' time and risks undertaken in prosecuting the Action, and their service to the Settlement Class. These awards will be in addition to Plaintiffs' respective Settlement Awards as Settlement Class members and shall be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiffs the Class Representative Service Payments when it mails the Settlement Awards to Settlement Class members.
9. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiffs seeking permission to pay up to \$10,000 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members. Any funds allocated for the Settlement Administrator that are not approved by the Court, will revert to the Net Settlement Amount.
10. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:
 - A. Conditionally certifying the Settlement Class for purposes of this Settlement;
 - B. Appointing Abramson Labor Group and Moon Law Group as Class Counsel;
 - C. Appointing Plaintiffs as Class Representatives for the Settlement Class;
 - D. Approving Phoenix as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of same in English and Spanish; and
 - G. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:
- A. Within fourteen (14) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the name, employee ID number, last known address, last known phone number, social security number, number of Workweeks worked by Defendant in California during the Class Period, number of pay periods worked by Defendant in California during the PAGA Period, and dates of employment for each Settlement Class member (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
 - B. Within ten (10) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
 - C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined herein) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the “Response Deadline”). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member’s name; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received.
 - D. Objections. Settlement Class members who do not request exclusion may object to the Settlement by mailing a written objection to the Settlement Administrator as explained in the Class Notice. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class

Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. Absent good cause found by the Court, a Settlement Class member who wishes to object but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was gleaned from Defendant's records in order to calculate the Settlement Award, including their number of Workweeks they worked for Defendant during the Class Period, whether their employment with Defendant ended during the Waiting Time Period, and their number of pay periods (if any) worked during the Wage Statement Period/PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned to the

Settlement Administrator as undeliverable shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

12. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:
 - A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;
 - B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payments, PAGA civil penalties to the LWDA, and settlement administration costs; and
 - C. Entering judgment pursuant to California Rule of Court 3.769.
13. **Non-Admission of Liability.** Defendant denies liability as to the matters alleged in the Action. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.
14. **Confidentiality.** Plaintiffs and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiffs' respective spouses or to their attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs.
15. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and California Rule of Court 3.769.
16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.

17. **Enforcement Action.** In the event either Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.
18. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:
- if to Defendant: Alex Medina, Medina McKelvey, LLP, 925 Highland Pointe Dr., Suite 300, Roseville, CA, 95678; alex@medinamckelvey.com
- if to Plaintiffs: Kane Moon, Allen Feghali, and Edwin Kamarzarian, Moon Law Group, 725 S. Figueroa Street, 31st Floor, Los Angeles, CA 90017
19. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.
20. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.
21. **Entire Agreement.** This Settlement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.
22. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
23. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

AGREED TO AND APPROVED BY:

DATED: 12/17/2024

3LB, LLC dba KALANI'S AT LAKE TAHOE

DocuSigned by:
By: Wilfred Horie
Its: 0743CA39255D4DE Managing Member

12/3/2024
DATED: _____

DANIELLA SABRINA-MARIE ALDRICH

DocuSigned by:

DFC25F6BE70645E...

Plaintiff and Class Representative

DATED: _____

JOSEFINA SANTANA MARQUEZ

Plaintiff and Class Representative

APPROVED AS TO FORM:

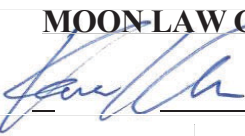
ABRAMSON LABOR GROUP

DATED: _____

By: _____

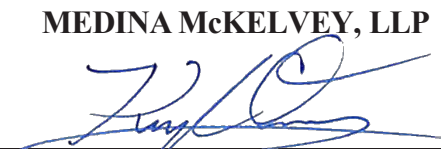
Neil M. Larsen
Attorneys for Plaintiffs

DATED: 12/3/2024

MOON LAW GROUP
By:  _____

Edwin Kamarzarian
Attorneys for Plaintiffs

DATED: December 18, 2024

MEDINA McKELVEY, LLP
By:  _____

Alexander M. Medina
Kyle W. Owen
Attorneys for Defendant

DocuSigned by:

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Plaintiff and Class Representative

DATED: 12/12/24

JOSEFINA SANTANA MARQUEZ


Josefin Santana Marquez (Dec 12, 2024 11:49 PST)

Plaintiff and Class Representative

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

DATED: 12/12/2024

By: 

Neil M. Larsen

Attorneys for Plaintiffs

MOON LAW GROUP

DATED: 12/3/2024

By: 

Kane Moon

Edwin Kamarzarian

Attorneys for Plaintiffs

MEDINA McKELVEY, LLP

DATED: _____

By: _____

Alexander M. Medina

Kyle W. Owen

Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF
CALIFORNIA COUNTY OF EL DORADO

DANIELLA SABRINA-MARIE ALDRICH and
JOSEFINA SANTANA MARQUEZ

Plaintiffs,

vs.

KALANI'S AT LAKE TAHOE, an unknown
business entity; 3LB, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV0980

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

To: All current and former non-exempt employees who worked for 3LB, LLC dba Kalani's at Lake Tahoe in California at any time from June 20, 2019, to July 5, 2024 (the "Class Period").

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this Notice?

The El Dorado County Superior Court ("Court") has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Aldrich and Marquez v. 3LB, LLC, Kalani's at Lake Tahoe*, El Dorado County Superior Court, Case No. 23CV0980 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from the Settlement. Defendant 3LB, LLC dba Kalani's at Lake Tahoe's ("Kalani's") records show that you were employed by Kalani's as a non-exempt employee in California at some point between June 20, 2019 and July 5, 2024. You are therefore a member of the proposed "Settlement Class." The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, www.phoenixclassaction.com.

What is this case about?

Plaintiffs Josefina Santana Marquez and Daniella Sabrina-Marie Aldrich filed this Action alleging that Kalani's violated California law. In the Action, Plaintiffs allege that Kalani's: (i) failed to provide meal periods; (ii) failed to authorize and permit rest periods; (iii) failed to issue accurate itemized wage statements; (iv) failed to pay all wages at termination; and, as a result of the above, (v) engaged in unlawful business practices. In addition, Plaintiffs seek recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"). Plaintiffs'

attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Kalani’s denies that it has done anything wrong, and believes it has acted in compliance with all applicable laws and that Plaintiffs’ claims have no merit. Kalani’s also denies that it owes any wages, restitution, penalties, or other damages. By agreeing to settle, Kalani’s is not admitting liability on any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Kalani’s has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Kalani’s provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

Plaintiffs and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Kalani’s, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for Kalani’s, your decision about whether to participate in the Settlement will not affect your status with Kalani’s. California law and Kalani’s company policy strictly prohibit unlawful retaliation. Kalani’s will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs / the Settlement Class:	Attorneys for Kalani’s:
Kane Moon E-mail: kmoon@moonlawgroup.com Allen Feghali E-mail: afeghali@moonlawgroup.com Edwin Kamarzarian E-mail: ekamarzarian@moonlawgroup.com MOON LAW GROUP, P.C. 725 S. Figueroa Street, 31st Floor Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125 ABRAMSON LABOR GROUP Neil M. Larsen neil@abramsonlabor.com 1700 W. Burbank Blvd. Burbank, California 91506 Tel: (213) 723-2522 www.abramsonlaborgroup.com	MEDINA McKELVEY LLP Alex M. Medina alex@medinamckelvey.com Kyle W. Owen kyle@medinamckelvey.com 925 Highland Pointe Dr., Suite 300 Roseville, California 95678 Tel.: (213) 443-5100 www.medinamckelvey.com

What are the terms of the Settlement?

Kalani’s has agreed to pay \$216,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representatives Service Payments.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Costs. Class Counsel will ask for fees of up to one-third of Gross Settlement Amount, currently estimated to be \$71,999.28, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$20,000.00 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Payments. Class Counsel will ask the Court to approve an award of \$5,000 to each Plaintiff, also known as the “Class Representatives.” These payments are to compensate the Class Representatives for their service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate \$20,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiffs’ PAGA claim. Pursuant to the requirements of the PAGA, seventy-five percent (75%) of that amount, or \$15,000, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$5,000 has been designated as the “PAGA Amount” and will be paid to certain Settlement Class members as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately 84,000.72. Together with the \$5,000.00 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$89,000.72. Payments to Settlement Class members, known as “Settlement Awards,” will be calculated as follows:

Funding of Gross Settlement Amount: The Gross Settlement Amount shall be funded in accordance with the following schedule: Defendant shall make thirty-six (36) monthly payments of \$6,000 each. The payment period shall begin on July 1, 2024, and run until the expiration of the 36-month period. Defendant is not required to submit the first payment (to the Settlement Administrator or a designate escrow account) until 14 days after the Court enters final approval of the Settlement. The first payment amount will, however, accrue from July 1, 2024 forward, so the first payment amount will be equal to the monthly accrual until final approval. For example, if 10 months have elapsed from July 1, 2024, until 14 days after the final approval, the first payment amount would be \$60,000. Nothing in this paragraph shall preclude Defendant from funding all or a portion of the Gross Settlement Amount in advance of the deadlines outlined herein in the event Defendant chooses to do so. All payments by Defendant shall be deposited with the Settlement Administrator.

NSA Distribution: All **Participating Class Members** (i.e., all Settlement Class members who do not opt-out of the Settlement) will receive a payment from the NSA based on each Participating Class Member’s proportionate number of workweeks worked for Kalanis as a non-exempt employee in California during the Class Period.

PAGA Amount Distribution: In addition to the NSA, \$5,000 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be proportionately allocated, by number of pay periods, to all Settlement Class members (whether or not they opt-out) who worked for Kalanis as a non-exempt employee in California at any time during the Class Period.

The enclosed “**Notice of Estimated Settlement Award**” contains your estimated payment under the Settlement, as well as the data from Kalanis’ records that was relied upon in calculating your estimated payment.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: for payments from the PAGA Amount, 100% penalties; for payments from the NSA, 20% wages (with withholdings taken), and 80% penalties and interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as “wages,” and will issue IRS forms 1099 for all amounts designated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Kalani’s and its counsel, and Plaintiffs and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the occurrence of the Effective Date (defined below) and the Settlement being fully funded by Defendant, Plaintiffs and every Settlement Class member who does not opt-out of the class portion of the Settlement (“Participating Class Members”) will release and discharge Defendant from any and all causes of action, claims, rights, damages, and penalties arising under California law that were alleged in the Action or that could have been alleged based on the facts alleged in the Action, including, but not limited to: (a) any alleged failure by Defendant (1) to provide meal periods or pay meal period premium wages, (2) to authorize and permit rest periods or pay rest period premium wages, (3) to issue compliant wage statements, (4) to timely pay wages at the end of employment, or (5) to reimburse necessary business expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(5) above; and (c) any violation of the California Labor Code arising from the conduct alleged in (a)(1) through (a)(5) above, including, without limitation, violation of California Labor Code sections 201–204, 226, 226.7, 512, 516, 558, 1198 or any other applicable state statute, rule and/or regulation (Wage Order), during the Class Period (“California Released Claims”). In addition, all Settlement Class members (whether or not they opt out) who worked for Defendant in California at any point from June 19, 2022 to July 5, 2024 (the “PAGA Period”) shall release any right or claim for civil penalties pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the alleged failures set forth in (a)(1) through (a)(4) above (“PAGA Released Claims”). The release of the PAGA Released Claims shall apply to the duration of the PAGA Period.

Effective Date. The “Effective Date” of the settlement agreement shall be the day after all of the following have occurred: (1) final approval of the settlement is granted by the Court; (2) Judgment approving the settlement becomes Final. “Final” shall mean the latest of: (a) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court, or, (b) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (c) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment, which is the 61st day after final approval; and (3) the Gross Settlement Amount has been deposited with the Settlement Administrator.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in

the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for Kalani's during the Class Period and the number of pay periods you worked during the PAGA Period. Your estimated individual Settlement Award is included in the enclosed Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of workweeks you worked for Kalani's during the Class Period and the number of pay periods you worked for Kalani's during the PAGA Period. The information contained in Kalani's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than **<<RESPONSE DEADLINE>>**, with your full name (as well as any former names you used while you worked for Kalani's), your current address, telephone number, last 4 digits of your social security number, and your signature. The Request for Exclusion should state that you wish to exclude yourself from the Settlement Class in the *Kalani's* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all Settlement Class members who worked for Kalani's during the PAGA Period (even those who submit a valid and timely Request for Exclusion) will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you must mail a written Objection to the Settlement Administrator. Any Objection must include your full name (as well as any former names used while you performed services for Kalani's), current address, current phone number and e-mail address, last 4 digits of your social security number, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. All objections or other written

correspondence must state the name and number of the Action, which is, *Aldrich and Marquez v. 3LB, LLC, Kalanis at Lake Tahoe*, El Dorado County Superior Court, Case Nos. 23CV0980. Any Objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you submit an objection to the Settlement, you may also appear at the Final Approval Hearing to discuss your objection with the Court. You have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 4 of the El Dorado County Superior Court, located at 1354 Johnson Boulevard, South Lake Tahoe, California, 96150. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Payments, and the Settlement administration costs. The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

If you plan on attending the hearing in-person or otherwise visiting the Court, please consult the Court's website, www.eldorado.courts.ca.gov for information regarding court operations during COVID-19 as well as any face covering and social distancing requirements.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's online Public Portal, located at <https://www.eldorado.courts.ca.gov>. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

DANIELLA SABRINA-MARIE ALDRICH and JOSEFINA SANTANA MARQUEZ

v.

3LB, LLC DBA KALANI'S AT LAKE TAHOE

EL DORADO COUNTY SUPERIOR COURT CASE NO. 23CV0980

Please complete, sign, and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to Kalanis' records:

- (a) you were employed for _____ workweeks for Kalani's as a non-exempt employee in California between June 20, 2019 and July 5, 2024; and
- (b) you were employed for _____ pay periods for Kalani's as a non-exempt employee in California between June 19, 2019 and July 5, 2024.

Based on the above, your Settlement Award is estimated at \$ _____.

(IV) If you disagree with any of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Kalanis' records, Kalanis' records will control unless you are able to provide documentation that establishes that Kalanis' records are mistaken. If there is a dispute about whether Kalanis' information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN **<<RESPONSE DEADLINE>>.**