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Attorney for Defendant
CENTERRA SERVICES INTERNATIONAL, INC.

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

NORA MONTENEGRO in a Representative capacity only, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

CONSTELLIS INTEGRATED RISK MANAGEMENT SERVICES, INC., a Delaware Corporation; CENTERRA GROUP, LLC, a Delaware Limited Liability Company; CENTERRA SERVICES INTERNATIONAL, INC., a Delaware Corporation; and DOES 1-10, inclusive

Defendants.

Case No.: 37-2024-00011032-CU-OE-CTL

DECLARATION OF JEFFREY D. JOHNSON REGARDING THE NOTICE PLAN IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1 I, Jeffrey D. Johnson, declare as follows:

2 1. I am the Vice President of CAC Services Group, LLC (“CAC”), located at 6420 Flying
3 Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age and I am not
4 a party to the above-captioned action. I have personal knowledge of the facts set forth herein and,
5 if called as a witness, could and would testify competently thereto.

6 2. CAC provides a comprehensive range of class and collective action claims
7 administration services. CAC has extensive experience in data processing and acting as third-party
8 administrator in class and collective actions throughout the country.

9 3. CAC’s class and collective action administration services include: coordination of all
10 notice requirements; design of direct-mail notice, publication of summary notice, emailing notice
11 packets and claim forms; coordination with the U.S. Postal Service; database management; website
12 hosting and management; claims processing; fund management and distribution; and preparation
13 of reports describing notice programs and claims processing.

14 4. CAC was retained to act, and appointed by this Court to act, as the Claims Administrator
15 for this action and to date has provided the following services for the above-captioned action:

- 16 a. Develop and execute a notice program targeting potential Settlement Class
17 members, as defined in the Class Action Settlement Agreement (the “Settlement
18 Agreement”):

19 *Settlement Class Member Definition:*

20 All persons who were employed by and received wages from CSI
21 (“Defendant”) in an hourly-paid, non-exempt role, in the State of
22 California at any time during the period from March 8, 2020 through May
23 16, 2025 (“Class Members”).

24 All persons who were employed by and received wages from
25 Defendant in an hourly-paid, non-exempt role, in the State of California at
26 any time during the period from December 13, 2022 through May 16, 2025
27 (“PAGA Members”).
28

- 1 5. In regard to the notice program, CAC implemented the following notice plan:
- 2 a. Direct notice by first-class mail to all Settlement Class members whose names and
- 3 addresses were provided by Defendant.
- 4 6. To provide direct and timely notice by first-class mail, CAC performed the following:
- 5 a. On August 19, 2025, CAC received from Defendant an electronic list of two
- 6 hundred thirty-one (231) names and addresses of persons identified as potential
- 7 Settlement Class members as defined in Paragraph 4 above (the “Settlement Class
- 8 Member List”). The Settlement Class Member List was updated using the National
- 9 Change of Address system (NCOA), which updates the addresses for all persons
- 10 who had moved in the previous four years and who had filed a change of address
- 11 with the U.S. Postal Service;
- 12 b. On October 2, 2025, the Notice of Class Action Settlement (the “Notice”) was
- 13 printed, personalized, and inserted into a #10 window envelope (the “Notice
- 14 Packet”). The template of the Notice is attached hereto as Exhibit “1”;
- 15 7. In support of the direct mail Notice Packet, CAC had regular phone communications
- 16 with Class Members calling CAC. In general, the purpose of these communications was to:
- 17 a. Transcribe and fulfill the Notice Packet as requested; and
- 18 b. Answer Settlement Class member questions about the Notice Packet.
- 19 8. As of the date of this Declaration, seventeen (17) Notice Packets have been returned to
- 20 CAC by the U.S. Postal Service without forwarding addresses. For these Notice Packets, an address
- 21 search was completed resulting in thirteen (13) new addresses. I caused the Settlement Class
- 22 Member List to be updated with the new addresses from the address search results and a Notice
- 23 Packet to be re-mailed to said Settlement Class members at each of these new addresses.
- 24 Additionally, through other correspondence, CAC continued to make a good faith effort to re-mail
- 25 RFND mail leaving only four (4) Notice Packet that remains classified as undeliverable after
- 26 various attempts to locate the current address for said Settlement Class members.
- 27 9. There is no claim form requirement in this case, so all individuals are included in the
- 28 recovery and payment unless they file a Request for Exclusion.

1 10. As of the date of this Declaration, CAC has received seven (7) Requests for Exclusion.

2 11. As of the date of this Declaration, CAC has received no (0) objections.

3 12. Accordingly, there are two hundred twenty-four (224) Participating Class Members who
4 worked 9,668 Workweeks during the Class Period. Additionally, there are two hundred twenty-
5 three (223) PAGA Employees who worked 4,740 PAGA Workweeks during the PAGA Period.

6 13. It is my opinion that the above-described notice program and the Notice Packet are
7 adequate and reasonable under the circumstances. They are consistent with standards previously
8 employed by CAC in notification programs designed to reach known members of settlement groups
9 or classes. Additionally, the implemented notice program and the Notice Packet are fully compliant
10 with the notice requirements established by California law, as well as the parties' Settlement
11 Agreement and the prior Order of this Court.

12 14. Finally, if the settlement is finally approved by the Court, CAC will make all payment
13 distributions from funds provided by Defendants in accordance with terms of the Settlement
14 Agreement or as is otherwise ordered by the Court.

15 15. Currently, the estimated average gross Individual Settlement Share for each Settlement
16 Class Member is \$842.86, the estimated highest gross Individual Settlement Share for each
17 Settlement Class Member is \$5,233.62, and the lowest Individual Settlement Share for each
18 Settlement Class Member is \$19.53.

19 16. Currently, the estimated average Individual PAGA Payment for each PAGA Employee
20 is \$33.63, the estimated highest Individual PAGA Payment for each PAGA Employee is \$99.69,
21 and the lowest Individual PAGA Payment for each PAGA Employee is \$1.58.

22 17. CAC's costs associated with the administration of this matter are \$5,366.00. This
23 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
24 distribution.

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed this 9th day of December, 2025.

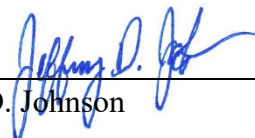
27
28 
Jeffrey D. Johnson

EXHIBIT 1:

➤ Notice of Proposed Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE

FOR FINAL APPROVAL HEARING

Montenegro v. Constellis Integrated Risk Management Services International, Inc. et al.
(San Diego Superior Court Case No. 37-2024-00011032-CU-OE-CTL)

<ClaimID> <Barcode>
<Firstname> <Lastname>
<Address>
<City> <State> <Zip>

As a current or former non-exempt, hourly-paid California employee of Centerra Services International, Inc., you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action lawsuit. If you are a Class Member or an Aggrieved Employee, it contains important information about your right to receive a payment from the Settlement.

You have received this Notice of Class Action Settlement because the records of Centerra Services International, Inc. (“CSI” or “Defendant”) show you are a “Class Member” and/or an “Aggrieved Employee,” and therefore are entitled to a payment from this class and representative action Settlement. Class Members are all persons who were employed by and received wages from CSI in an hourly-paid, non-exempt role and who worked at any time from March 8, 2020 through May 16, 2025 (“Class Period” or “Settlement Period”) on the following California contracts held by CSI between December 13, 2022 and October 1, 2024: U.S. Customs and Border Patrol, U.S. Patent and Trademark Office, Goldstone, and The Aerospace Corporation. Aggrieved Employees are all persons who were employed by and received wages from CSI in an hourly-paid, non-exempt role and who worked on the above-referenced California contracts held by CSI in that time frame at any time during the PAGA Period, which is defined as December 13, 2022 through May 16, 2025.

- The settlement is to resolve a class and representative action lawsuit, *Montenegro v. Constellis Integrated Risk Management Services International, Inc. et al.*, pending in the Superior Court of California for the County of San Diego, Case Number 37-2024-00011032-CU-OE-CTL (the “Lawsuit”), alleging, *inter alia*, that, during the Class Period, CSI, as it pertains to Class Members: (1) failed to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); (2) failed to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); (3) failed to pay minimum or other wages for all hours worked; (4) failed to pay (or properly pay) overtime wages; (5) failed to issue accurate wage statements; (6) failure to properly reimburse employees for business-related expenses; and (7) failed to pay all wages due upon separation from employment; (8) failed to timely pay wages during employment; (9) failure to pay (or properly pay) sick pay; and (10) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiff also seek penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) for allegedly Aggrieved Employees.
- On July 18, 2025, the San Diego County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

Questions? Contact the Settlement Administrator toll free at (866) 602-2260

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the class action portion of the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked in the PAGA Period as a hourly-paid non-exempt employee of CSI, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE CLASS SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, CAC Services Group, 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for January 9, 2026, at 10:30 a.m. in Department C-70 of the San Diego County Superior Court, Hall of Justice Courthouse located at 330 West Broadway, San Diego, CA 92101.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 10:30 a.m. on January 9, 2026, in the San Diego County Superior Court, Hall of Justice Courthouse located at 330 West Broadway, San Diego, CA 92101, in Department C-70. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

CSI’s records show that you currently work, or previously worked, for CSI in the State of California on the U.S. Customs and Border Patrol, U.S. Patent and Trademark Office, Goldstone, and/or The Aerospace Corporation contracts as a non-exempt, hourly-paid employee at some point during the Class Period and/or PAGA Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Plaintiff Nora Montenegro was a non-exempt, hourly-paid employee of CSI. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendant’s alleged failure to provide meal periods or

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compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay overtime and minimum wages, failure to pay due wages upon separation from employment, failure to timely pay wages during employment, failure to issue compliant and accurate wage statements, expense reimbursement violations, sick pay violations, and unfair competition, among other claims. Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover civil penalties under PAGA.

Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$370,000.00, unless escalated pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$5,500; (2) up to 33 and 1/3 % of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, shall amount to \$123,333.33; (3) up to \$15,000.00 in litigation costs to Class Counsel, according to proof; (4) up to \$7,500.00 in a Service Award to the Class Representative and (5) payment allocated to PAGA penalties in the amount of \$30,000.00, of which 75% (or \$22,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA"), and twenty-five percent 25% (or \$7,500.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$188,666.67 will be available for distribution to Class Members ("Net Settlement Amount"). Employer-side payroll taxes are excluded and will be separately paid by CSI.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of Qualifying Workweeks worked by Class Members in hourly-paid positions for CSI in California on its U.S. Customs and Border Patrol, U.S. Patent and Trademark Office, Goldstone, and/or The Aerospace Corporation contracts during the Class Period, excluding any pay periods which are otherwise released pursuant to a prior Class or PAGA settlement including, without limitation, the settlement in *Hines v. Constellis Integrated Risk Management Services, et al.*, Los Angeles Superior Court Case No. 20STCV26962 ("Qualifying Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Qualifying Workweeks attributed to the Class Member by all Qualifying Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Qualifying Workweeks ÷ total Settlement Class Qualifying Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$7,500.00 allocated as PAGA penalties to Aggrieved Employees, whether or not they opt out of the class settlement, based on the number of Qualifying Pay Periods worked by each Aggrieved Employee during the PAGA Period.

CSI's records indicate that you worked <Workweeks> as an hourly-paid employee in California during the Class Period and <PayPeriods> during the PAGA Period. Based on these records, your estimated payment as a Class Member would be <CPayment> and your estimated payment as an Aggrieved Employee would be <PPayment>. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator and it must be postmarked no later than December 1, 2025. Please include: (1) your name, current mailing address, telephone number, last four digits of your social security number and your signature; (2) a statement of your dispute and how many Qualifying Workweeks you contend should be credited to you; and (3) any documentation you have that you contend supports your dispute.

Questions? Contact the Settlement Administrator toll free at (866) 602-2260

Tax Reporting

One hundred percent (100%) of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. Twenty percent (20%) of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and eighty percent (80%) will be allocated as civil or statutory penalties and interest, which will be reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employees. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members release the Released Parties of any and all claims that have been or could reasonably have been asserted based on the factual allegations in the Operative Complaint as follows: For the duration of the Class Period, the release includes, for Participating Class Members: (1) all claims for failure to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); (2) all claims for failure to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); (3) all claims for failure to pay minimum or other wages for all hours worked; (4) all claims for failure to pay (or properly pay) overtime wages; (5) all claims for failure to issue accurate wage statements; (6) all claims asserting a failure to properly reimburse employees for business-related expenses; and (7) all claims for failure to pay all wages due upon separation from employment; (8) all claims for failure to timely pay wages during employment; (9) all claims for failure to pay (or properly pay) sick pay; (10) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the FAC; and (11) all claims for relief, including damages, statutory and/or civil penalties, equitable and/or injunctive relief, attorneys' fees, interest, costs, and any other kind of relief whatsoever that could be sought based on the factual allegations and theories of liability asserted in the FAC (the "Class Released Claims"). The Parties additionally agree that the Class Released Claims shall include the release of claims under the federal Fair Labor Standards Act ("FLSA") pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th Cir. 2018).

For Plaintiff, the Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes, for the duration of the PAGA Period, (a) all claims alleged in the FAC for PAGA civil penalties pursuant

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to Labor Code sections 201-203, 204, 226, 226(a), 226.7, 246, 510, 512, 1194, 1197.1, 1198, and 2802, including for alleged (1) failure to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); (2) failure to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); (3) failure to pay minimum or other wages for all hours worked; (4) failure to pay (or properly pay) overtime wages; (5) failure to issue accurate wage statements; (6) failure to properly reimburse employees for business-related expenses; and (7) failure to pay all wages due upon separation from employment; (8) failure to timely pay wages during employment; and (9) failure to pay (or properly pay) sick pay (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims are collectively referred to herein as the “Released Claims”.

“Released Parties” means Defendant and each of its past, present, and future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents (including, without limitation, Constellis Integrated Risk Management Services, Inc. and Centerra Group, LLC).

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, Social Security Number, and the following statement or any statement standing for the proposition that you seek to be excluded from the Settlement Class: “ Please exclude me from the Settlement Class in the *Montenegro v. Constellis Integrated Risk Management Services, Inc. et al.* matter. I understand that by requesting exclusion, I will not participate in the class settlement and will not receive any money from the class settlement.” or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

CAC Services Group
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344

Your written request for exclusion must be mailed to the Administrator and postmarked no later than December 1, 2025.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the Class Settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, signature, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator and postmarked no later than December 1, 2025. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude

Questions? Contact the Settlement Administrator toll free at (866) 602-2260

yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for January 9, 2026, at 10:30 a.m. in the San Diego County Superior Court, Hall of Justice Courthouse located at 330 West Broadway, San Diego, CA 92101, in Department C-70, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.sdcourt.ca.gov/virtualhearings>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at (866) 602-2260. You may also choose to contact Class Counsel or Defendant's Counsel, whose information appears below:

CLASS COUNSEL

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DEFENDANT'S COUNSEL

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You may also visit the Settlement Administrator's website at www.cacservicesgroup.com (click "Case Information") to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the San Diego County Superior Court, Hall of Justice Courthouse located at 330 West Broadway, San Diego, CA 92101, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>.

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

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at (866) 602-2260