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5 Attorneys for Plaintiff JEFF SMOROWSKI

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES / CENTRAL DISTRICT**

9 JEFF SMOROWSKI on behalf of himself and
10 all similarly situated persons, and the general
public,

11 Plaintiff,

12 v.

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14 ARC HOME LLC, a New Jersey Corporation;
and DOES 1–50, inclusive,

15 Defendants.
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Case No. 23STCV22716

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: May 2, 2025

Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept.: 1

1 I, Makenna Snow, declare as follows:

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

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

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

26 4. On December 12, 2024, ILYM Group received the Court approved text for the
27 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On February 3, 2025, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, last known mailing address, the
3 number of Workweeks worked for each Settlement Class Member during the Class Period, and the
4 number of PAGA Pay Periods worked for each PAGA Member during the PAGA Period. The data
5 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
6 Class List contained 120 individuals.

7 6. As part of the preparation for mailing, all 120 names and addresses contained in the
8 Class List were then processed against the National Change of Address (“NCOA”) database,
9 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
10 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
11 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
12 address was found in the NCOA database, the updated address was used for the mailing of the
13 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
14 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

15 7. On February 18, 2025, the Notice Packet was mailed, via U.S First Class Mail, to
16 all 120 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
17 copy of the mailed Notice Packet.

18 8. As of the date of this declaration, one (1) Notice Packet has been returned to our
19 office. Of the one (1) returned Notice Packet, none included a forwarding address. ILYM Group
20 performed a computerized skip trace on the one (1) returned Notice Packet that did not have a
21 forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the
22 Notice Packet. As a result of this skip trace, zero (0) updated addresses were obtained and,
23 therefore, the Notice Packet for the one returned was unable to be re-mailed.

24 9. As of the date of this declaration, a total of zero (0) Notice Packets have been re-
25 mailed.

26 10. As of the date of this declaration, a total of one (1) Notice Packet has been deemed
27 undeliverable as no updated address was found notwithstanding the skip tracing.
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1 11. As of the date of this declaration, ILYM Group has received one (1) request for
2 exclusion. The deadline to request exclusion from the Settlement is April 4, 2025.

3 12. As of the date of this declaration, ILYM Group has not received any objections to
4 the Settlement. The deadline to file an objection to the Settlement is April 4, 2025.

5 13. As of the date of this declaration, ILYM Group has not received any disputes from
6 a Settlement Class Member.

7 14. As of the date of this declaration, ILYM Group will report a total of 119
8 Participating Class Members, representing 99.17% of the 120 Settlement Class Members.

9 15. Participating Class Members will receive a proportional share of the Net Settlement
10 Fund through individual settlement payments, based on the number of Workweeks worked by Class
11 Members during the Class Period. The Net Settlement Fund is the amount remaining after
12 deduction of the Court-approved payments from the Gross Settlement Amount for Attorneys' Fees
13 and Litigation Costs and Expenses, the Class Representative Service Award, Claims
14 Administration Fees to ILYM Group, and the PAGA Payment, e.g.,

15	Gross Settlement Amount	\$925,000.00
16	Attorney's Fees	\$308,302.50
17	Litigation Costs and Expenses	\$6,500.00
18	Service Award - Jeff Smorowski	\$5,000.00
19	Plaintiff's Individual Settlement Payment	\$75,000.00
20	ILYM Group Fees	\$6,068.44
21	LWDA	\$41,250.00
22	PAGA Members	\$13,750.00
23	Net Settlement Amount	\$469,129.06

24 16. The total number of Workweeks worked by the Participating Class Members during
25 the class period is 7,021. To determine a Participating Class Member's individual settlement award
26 payment, the distribution shall be divided among all Class Members on a pro rata basis, based on
27 the ratio of the Workweeks worked by each Class Member during the Class Period, to the total
28 number of Workweeks worked by all Class Members during the Class Period. Based on these

1 calculations, the Participating Class Members will receive an estimated average gross payment of
2 \$3,942.26, with the estimated highest gross payment being \$18,825.85 and the estimated lowest
3 payment being \$137.92.

4 17. The PAGA payment shares to the PAGA Members will be calculated based on the
5 PAGA Member's number of PAGA Pay Periods worked during the PAGA Period. The distribution
6 will be divided among all PAGA Members on a pro rata basis, based on the ratio of the PAGA Pay
7 Periods worked by each PAGA Member during the PAGA Period, to the total number of PAGA
8 Pay Periods worked by all PAGA Members during the PAGA Period. Based on these calculations,
9 the PAGA Members will receive an estimated average payment of \$208.33, with the estimated
10 highest payment being \$337.18.

11 18. ILYM Group's total fees and costs for services in connection with the administration
12 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
13 costs for completion of the settlement administration, are \$6,068.44. ILYM Group's work in
14 connection with this matter will continue with the calculation of the settlement award payments,
15 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
16 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
17 Group to perform.

18 I declare under penalty of perjury under the laws of the State of California and the United
19 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
20 was executed this 8th day of April 2025, at Tustin, California.

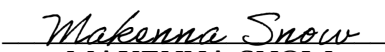
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EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

JEFF SMOROWSKI, PLAINTIFF, V. ARC HOME LLC, DEFENDANT.

**SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
CASE NO. 23STCV22716 (“ACTION”)**

A court authorized this notice. This is not a solicitation from a lawyer.

If you are or were employed by Arc Home LLC in California as an exempt or non-exempt employee at some time between September 20, 2019, through December 12, 2024, you may be eligible to receive a settlement payment.

A judge of the Los Angeles Superior Court has ordered that this Notice be sent to you. A class and representative action settlement (the “Settlement”) has been reached in the above-referenced lawsuit (the “Action”) between Jeff Smorowski (“Plaintiff” or “Class Representative”) and Defendant Arc Home LLC (“Defendant” or “Arc”), which may affect your legal rights. On December 12, 2024, the Court granted preliminary approval of the Settlement.

Because your rights may be affected by this Settlement, it is important that you read this Notice carefully. If you still have questions, or if you wish to update your mailing information, please contact the settlement administrator, ILYM Group, Inc., at (888) 250-6810.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND GET AUTOMATIC PAYMENT	If you do nothing, you will <u>automatically</u> receive your share of the settlement if the Court finally approves the settlement. You will release all claims covered by the settlement. You do not have to do anything to receive a payment.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement, you can opt-out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion by April 4, 2025. If you opt-out, you (1) will not be a Participating Class Member; (2) will not receive an Individual Settlement Payment; and (3) will be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement.
OBJECT	Class Members who do not opt out of the proposed settlement (“Participating Class Members”) may object to the settlement. The deadline to file objections with the Court is April 4, 2025.

1. Why did I get this notice?

You received this notice because Arc’s records show that you worked as an exempt or non-exempt employee for Arc in California for some time during the period of September 20, 2019 through December 12, 2024 (the “Class Period”). This means you are a potential “Class Member,” which consists of all current and former exempt and non-exempt employees who worked for Arc in California during any portion of the Class Period. In addition, you are also a “PAGA Member” if you are currently or were formerly employed as an exempt or non-exempt employee of Arc who worked for Arc in California at any time between September 20, 2022 through December 12, 2024 (“PAGA Period”). This notice tells you how you can a) participate in the Settlement and receive your share of the settlement proceeds, b) object to the Settlement, or c) exclude yourself from the Settlement.

2. What is the Action and Settlement about?

On September 20, 2023, Plaintiff filed a complaint against Defendant, which alleges that Arc failed to pay minimum and overtime wages, wage statement violations, failed to reimburse for business expenses and losses incurred, among other claims. Arc denies each and every allegation in the Action, denies any liability or wrongdoing of any kind, and believes that it treated, and continues to treat, its employees fairly and in full compliance with the law.

The parties participated in mediation with a respected mediator and, as a result, the parties reached a settlement, subject to Court approval, to resolve all claims asserted in the Action. Plaintiff believes the Settlement is fair, adequate, and reasonable, and is in the best interest of Class Members. By agreeing to settle, Arc is not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class or representative action. The Court has not ruled on the merits of the Plaintiff's claims or Arc's defenses (which means the court has not decided who is right or wrong).

On December 12, 2024, the Court issued an order preliminarily approving the Settlement, approving this Notice, and setting a hearing on May 2, 2025 at 10:30 a.m. ("Final Approval Hearing") to decide whether to give final approval to the Settlement. See below for details.

3. What does the settlement provide?

Subject to the Court's final approval, the terms of the Settlement are as follows:

- A. Arc will pay the gross settlement amount of \$925,000.00 (the "Settlement Amount"). The portion of the Settlement Amount that is available for payment to Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Settlement Amount less the following payments:: attorneys' fees of not more than 33.33% of the Settlement Amount (\$308,302.50) and costs incurred for representing Plaintiff and the Class in the Action not to exceed \$6,500.00; class representative service payment to Plaintiff for his services as Class Representative of not more than \$5,000.00; payment of \$75,000.00 to Plaintiff to resolve his pending action before the Civil Rights Department of the Department of Fair Employment and Housing; payment of \$55,000.00 allocated toward civil penalties under the California Private Attorneys General Act of 2004 (the "PAGA Settlement"), of which 75% (\$41,250.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$13,750.00) will be paid to PAGA Members, pursuant to PAGA; and an administrator expenses payment not to exceed \$15,000.00 to the Settlement Administrator. Each of these sums will be paid from the Settlement Amount.
- B. Each Participating Class Member will be allocated an "Individual Settlement Payment," that will be calculated based on the number of "Workweeks" the Participating Class Member worked for Arc in California as an exempt or non-exempt employee during the Class Period, as follows: (1) divide each Participating Class Member's respective Workweeks by the Total Workweeks, and (2) multiply the resulting figure by the Net Settlement Amount. Each Individual Settlement Payment will be allocated as 20% taxable wages ("Wage Portion") and 80% penalties, interest, and any other non-taxable items ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on an IRS W-2 Form. (Arc will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Non-Wage Portion of the Individual Settlement Payment on an IRS 1099 Form.
- C. In addition to the Individual Settlement Payment, each PAGA Member will be allocated an "Individual PAGA Payment," which will be calculated based on the number of "Pay Periods" the PAGA Member worked for Arc in California as an exempt or non-exempt employee during the PAGA Period ("PAGA Pay Periods"), as follows: (1) dividing each PAGA Member's PAGA Pay Periods by the total number of Pay Periods worked by all PAGA Members during the PAGA Period, and (2) multiplying the resulting figure by the portion of the PAGA Payment allocated to PAGA Members (\$13,750.00). The Administrator will report the full amount of the Individual PAGA Payment on an IRS 1099 Form.

According to Arc's records, you worked for Arc as an exempt or non-exempt employee in California for a total of «Class_Work_Weeks» Workweeks during the Class Period. According to Arc's records, you worked for Arc as an exempt or non-exempt employee in California for a total of «PAGA_Pay_Periods» Pay Periods during the PAGA Period. Based on the above methodology, your estimated Individual

Settlement Payment is \$«Est_Individual_Class_Payment_» and your estimated Individual PAGA Payment is \$«Est_PAGA_Payment_».

Although the parties have agreed to the above allocations, neither side is giving you any advice on whether your Individual Settlement Payment or Individual PAGA Payment are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement. None of the above payments will be eligible for benefit contributions or employee matching.

4. What am I giving up in exchange for the settlement benefits?

Those Class Members who do not submit a timely and valid Request for Exclusion to the Settlement Administrator as explained below (i.e. Participating Class Members), on behalf of themselves and their respective past, present, and future spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, upon the date Defendant fully funds the Settlement, shall fully and finally release and discharge Arc and each of its past, present, and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present, and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the “Released Parties”), from the Released Claims. The “Released Claims” are defined as all claims, debts, liabilities, demands, actions, or causes of action pleaded or asserted in the Action or that reasonably could have been pleaded or asserted based upon the facts alleged in the Action, including but not limited to state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal rounding; misclassification; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day’s rest in a seven-day workweek; unauthorized or improper deductions; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys’ fees and costs. The Released Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200-204, 210, 218, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code Section 17200, et seq.; the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Sections 11040; California Code of Civil Procedure, including but not limited to Section 1021.5; and the FLSA, 29 U.S.C. Section 201, et seq. This release excludes the release of claims not permitted by law. The time frame of the Released Claims shall be the Class Period. This is referred to herein as the “Released Class Claims.”

In addition, as of the date Defendant fully funds the Settlement, Plaintiff, the LWDA, and each and all PAGA Members, on behalf of themselves and their respective past, present, and future spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have fully and finally released and discharged the Released Parties, and each of them, of all Released Claims arising during the PAGA Period that reasonably could have been pleaded or asserted based upon the facts alleged in the Action and/or LWDA Notice. This is referred to herein as the “Released PAGA Claims.”

5. Who are the attorneys representing the parties?

Class Counsel

John Glugoski – jglugoski@righettilaw.com
RIGHETTI GLUGOSKI, P.C.
2001 Union Street, Suite 400
San Francisco, CA 94123
Telephone: (415) 983-0900

Defendant’s Counsel

Greg S. Labate – glabate@sheppardmullin.com
Lauren J. Blaes – Lblaes@sheppardmullin.com
Sheppard, Mullin, Richter & Hampton LLP
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626-1993
Telephone: (714) 513-5100

6. How do I participate in the settlement?

You are not required to take any action to receive your individual settlement share under the Settlement. If you do nothing, your share of the settlement proceeds will be mailed to you by check after the Court grants “final approval” of the Settlement, and after time for appeals has ended or any appeals have been resolved, if applicable.

7. How do I opt-out (request exclusion) of the Settlement Class?

If you wish to exclude yourself from the Settlement, you must submit a valid and timely request for exclusion (“Request for Exclusion”) to the Settlement Administrator by mail, postmarked on or before April 4, 2025 to the following:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Your Request for Exclusion must be in writing and include the following: (1) the Class Member’s full name, current address, last four digits of his/her Social Security number; (2) the case name and number; (3) a clear statement that the Class Member wishes to be excluded from the Settlement in the matter of *Smorowski v. Arc Home LLC*; and (4) the Class Member’s signature and the date of signature.

Your Request for Exclusion will not be valid if it does not comply with the above requirements. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Class Members who do not submit a valid and timely written Request for Exclusion shall be deemed to be a Participating Class Member and bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

Any Class Member who submits a valid and timely Request for Exclusion will not be a Participating Class Member, will not receive an Individual Settlement Payment, and will not be bound by the Class portion of the Settlement, including the Released Class Claims of the Settlement, or have any right to object, appeal, or comment thereon.

There is no statutory right or other right for any Class Member to opt out, request exclusion or otherwise exclude themselves from the PAGA portion of the Settlement and the associated PAGA Released Claims. A Class Member who submits a valid and timely Request for Exclusion and who is also a PAGA Member shall still receive his or her Individual PAGA Payment and shall be bound by the PAGA Released Claims.

8. What happens with any uncashed settlement checks?

Participating Class Members, and all PAGA Members, will have one hundred and eighty (180) calendar days from the date on which the Individual Settlement Payment and/or Individual PAGA Payment check is issued, to cash or deposit the check. The check will be void after 180 days from the date of issuance, and the Settlement provides that money will either be redistributed or transmitted to the State Controller’s Unclaimed Property Fund, depending on the amount of the uncashed check.

9. What if I dispute the number of Workweeks/PAGA Pay Periods allocated to me?

If a Class Member objects to the Workweeks and/or PAGA Pay Periods credited to him or her, as stated herein, the Class Member must submit written correspondence to the Settlement Administrator that is postmarked no later than April 4, 2025, explaining the basis for the dispute and including any supporting documentation showing that the Workweeks and/or PAGA Pay Periods credited to him or her is inaccurate. Arc’s records will be presumed determinative, absent credible evidence to rebut the accuracy of the Workweeks and/or PAGA Pay Periods credited to a Class Member based thereon. The Settlement Administrator will evaluate the evidence submitted by the Class Member and make a recommendation to the Parties as to which figures should be applied. If the Parties disagree with the Settlement Administrator’s recommendation, the dispute will be presented to the Court for determination.

10. How do I object to the Settlement?

If you do not file a Request for Exclusion, you may object to the Settlement before final approval of the Settlement by the Court. To assert an objection to the Settlement, a Participating Class Member must submit an objection to the Settlement Administrator by first class U.S. mail at the address specified on the Class Notice, not later than April 4, 2025. The date of the postmark will be the exclusive means for determining whether an objection has been timely

submitted. All objections must be in writing, which includes: (1) the objector's full name, address, last four digits of his or her Social Security number, and signature; (2) the case name and number; (3) the factual and legal basis, with supporting documents, if any, on which the objection is based; (4) whether the objector is represented by an attorney and providing the contact information of any such attorney; and (5) whether the objector plans to appear at the Final Approval Hearing.

If you do not send a written objection, you may still appear at the final approval hearing or through an attorney you hire, at your own expense, to object. If you fail to object, you shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement.

If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment.

11. When and where is the final approval hearing?

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, on May 2, 2025 at 10:30 a.m. If there are objections, the Court will consider them at the Final Approval Hearing. The Court will also be asked to approve Attorneys' Fees, Litigation Costs and Expenses for Class Counsel, Service Award to Plaintiff, PAGA Payment, and Settlement Administration Costs. The Final Approval Hearing may be moved to another date without further notice to the Class Members. It is your responsibility to monitor the Court's docket. It is not necessary for you to appear at this hearing.

ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For the precise terms and conditions of the Settlement, you may refer to the settlement agreement and other papers which are on file with the Court. You may view the Settlement Agreement and other court records, including the Final Approval Order and Judgment, in the Action at the Los Angeles County Superior Court, 111 N. Hill Street, Los Angeles, CA 90012, during court business hours, Monday through Friday (except court holidays) or by online by visiting the following website: <https://www.lacourt.org>.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810.