

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY NEVADA**

TIFFANY BRITTON and KAYJHONNIE
SMITH, individually, and on behalf of other
members of the general public similarly
situated,

Plaintiffs,

v.

MOUNTAIN VALLEY CHILD AND
FAMILY SERVICES, INC., a California
Corporation; and DOES 1 through 100,
Inclusive,

Defendants.

Case No.: CU0000023

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: January 19, 2023
Time: 9:00 a.m.
Dept.: 6
Judge: Hon. S. Robert Tice-Raskin

1 I, Madely Nava, 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 Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Britton v. Mountain Valley Child and*
6 *Family Services, Inc.* matter. On behalf of both Apex and myself, I possess the authority to issue this
7 declaration. I am personally acquainted with the information contained herein, and in the event of being
8 summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 15 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *of Pendency of Class Action Settlement and Final Hearing Date* (referred to as “Notice Packet”); (b)
21 receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members
22 regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their
23 individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and
24 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
25 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
26 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
27 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On October 13, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On October 18, 2023, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 547 individuals.

9 6. In preparation for the mailing process, all 547 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On November 13, 2023, The Notice Packet was sent to all 547 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 44 returned Notice Packets as
20 undeliverable. Of the 44 returned Notice Packets, none were returned with a forwarding address.
21 Therefore, Apex conducted a computerized skip trace on the 44 returned Notice Packets in order to
22 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
23 in obtaining 41 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First
24 Class Mail.

25 9. As of the date of this declaration, there have been 41 Notice Packets re-mailed as a result of
26 Apex's skip-tracing efforts.

27 10. As of the date of this declaration, 3 Notice Packets have been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has received 1 request for exclusion from Candice
2 Harmon. The deadline for submitting a request for exclusion from the Settlement is December 28, 2023.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement is December 28, 2023.

5 13. As of the date of this declaration, Apex will report 546 Participating Class Members, constituting
6 99.82% of the total 547 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 38,329. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$198,166.67 and was calculated by subtracting the requested attorneys' fees (\$133,333.33), the amount
10 requested for litigation costs and expenses (\$20,000.00), the requested two Service Award (\$20,000.00),
11 the requested Settlement Administration Costs (\$8,500.00), and the PAGA Payment (\$20,000.00) from
12 the Gross Settlement Amount (\$400,000.00).

13 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
14 to be approximately \$1,395.94, the *average* Individual Settlement Amount is currently estimated to be
15 approximately \$362.94, and the *lowest* Individual Settlement Amount is currently estimated to be
16 approximately \$15.51. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be allocated to
18 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
19 cannot opt out of the PAGA settlement. There are 186 Aggrieved Employees who worked a total of
20 3,073 pay periods during the PAGA Period.

21 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$50.44, the
22 *average* individual PAGA share is approximately \$26.88, and the *lowest* individual PAGA share is
23 approximately \$1.63.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$8,500.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 15th day of December
3 2023, in Irvine, California.

4
5
6 
7 MADELY NAVA

Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Britton v. Mountain Valley Child and Family Services, Inc., Nevada County Superior Court
Case No. CU0000023)*

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Total_Est_PMT». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved or you may appear at the final hearing on January 19, 2024, at 9:00 AM either in person or remotely. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Nevada (the “Court”) has been reached between Plaintiff Tiffany Britton and Plaintiff Kayjhonnie Smith (“Plaintiffs”) and Defendant Mountain Valley Child and Family Services, Inc., a California corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt California employees who worked at Defendant at any time during the Class Period.

The “Class Period” is the period of time running from April 19, 2018 and June 18, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 19, 2022, Plaintiff Britton filed a Complaint against Defendant in the Superior Court of the State of California, County of Nevada (“Action”). Plaintiff Britton asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510 and 1998; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512(a); (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226(a); (g) Failed to provide wages when due in

violation of California Labor Code §§ 201, 202, and 204; (h) Failed to keep requisite payroll records in violation of California Labor Code § 1174(d); and (i) Failed to reimburse employees for required business expenses in violation of California Labor Code §§ 2800 and 2802.

On June 12, 2023, Plaintiffs filed the operative First Amended Complaint adding Plaintiff Smith as a named plaintiff and alleging a ninth cause of action for Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations and during their employment; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant kept all requisite payroll records; that Defendant reimbursed employees for all required business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On April 18, 2023, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), a respected jurist and experienced mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on October 13, 2023. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Lawyers for Justice, PC, JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars (\$400,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s Attorneys’ Fees and Attorneys’ Expenses, Claims Administration Expenses, the LWDA Payment, PAGA Class Member Payments, and the Service Awards to the Plaintiffs.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Attorneys’ Costs. Payment to Class Counsel of an award of Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$133,333.33) and Attorneys’ Costs of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Awards. Service Awards of up to Ten Thousand Dollars (\$10,000) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate each of them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$20,000 relating to Plaintiffs’ claim under the Private Attorneys General Act (“PAGA”), \$15,000 of which will be paid to the State of California’s Labor and Workforce Development

Agency (“LWDA”) (“LWDA Payment”) and the remaining \$5,000 will be distributed to PAGA Class Members as part of the Net PAGA Amount.

- Calculation of Individual Settlement Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys’ Fees and Attorneys’ Costs, the Service Awards, the LWDA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Class Member Payments to PAGA Class Members. The Net PAGA Amount shall be distributed to PAGA Class Members irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Class Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Class Member during the PAGA Period. “PAGA Class Member” means all current and former non-exempt California employees who worked at Defendant at any time during the PAGA Period. The PAGA Period means the period between March 20, 2022 and June 18, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 33.33% of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 66.66% of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments. No taxes will be withheld from the Interest and Penalty Portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Class Member Payments paid to PAGA Class Members, and each PAGA Class Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Release by Settlement Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all class claims alleged in the operative complaint (Case number CU0000023), including the draft First Amended Complaint (which includes PAGA claims), or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, PAGA claims, and class claims outside of the Class Period.

Release by the PAGA Class Members. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Class Members shall release all PAGA claims alleged in the draft First Amended Complaint and Plaintiff’s March 20, 2023 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to

sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have «Workweeks» Workweeks worked during the Class Period (April 19, 2018 and June 18, 2023).

Based on this information, your estimated Individual Settlement Payment is \$«Est_Class_PMT».

Defendant's records reflect that you have «Pay_Periods» PAGA Pay Periods worked during the PAGA Period (March 20, 2022 and June 18, 2023).

Based on this information, your estimated PAGA Class Member Payment is \$«Est_PAGA_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than December 28, 2023.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. (800) 355-0700.

The Court will hold a hearing on January 19, 2024 to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com/mountainvalleychild.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than December 28, 2023. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. The request for exclusion must state in substance: The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after December 28, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Britton v. Mountain Valley Child and Family Services, Inc., Nevada County***

Superior Court, Case No. CU0000023. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than December 28, 2023. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive , Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
[Website: www.zakaylaw.com](http://www.zakaylaw.com)

Counsel for Defendant:

Ronald E. Enabnit, Esq.
Matheny Sears Linkert & Jaime, LLP
3638 American River Drive
Sacramento, CA 95864
Tel.: (916) 978-3434
Fax: (916) 978-3430
E-Mail: renabnit@mathenysears.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 AM on January 19, 2024, at the Nevada County Superior Court, Dept. 6, located at 201 Church St., Nevada City, CA 95959 before Judge S. Robert Tice-Raskin. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Britton v. Mountain Valley Child and Family Services, Inc., Nevada County Superior Court, Case No. CU0000023***, Settlement Administrator, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- In the event an Individual Settlement Payment and/or PAGA Class Member Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to the Summitview Child and Family Services, Inc., a 501c(3) nonprofit corporation.