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Attorneys for PLAINTIFFS

[Counsel for Defendants on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL**

BRITNEY CLARKE, individually, and on behalf
of other members of the general public similarly
situated; ,

Plaintiff,

v.

ST ANNES MATERNITY HOME, an unknown
business entity; ST. ANNE'S MATERNITY
HOME, an unknown business entity; ST. ANNE'S
FOUNDATION, a California corporation; ST.
ANNE'S FAMILY SERVICES, a California
corporation; and DOES 1 through 100, inclusive, ,

Defendants.

Case No. 22STCV14674

**STIPULATION TO MODIFY
PRELIMINARY APPROVAL ORDER
AND RESCHEDULE THE FINAL
APPROVAL HEARING DATE;
~~PROPOSED~~ ORDER**

[Assigned to The Honorable Stuart M. Rice,
Dept. 1]

SEYFARTH SHAW LLP

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Attorneys for Defendants

ST. ANNE'S FOUNDATION AND ST. ANNE'S
FAMILY SERVICES F/K/A ST ANNE'S MATERNITY
HOME AND ERRONEOUSLY SUED AS ST. ANNES
MATERNITY HOME

TO THE HONORABLE COURT AND TO ALL PARTIES AND COUNSEL OF RECORD:
Plaintiffs Britney Clarke and Dominique Bowie (“Plaintiffs”) and Defendants St. Anne’s Foundation and St. Anne’s Family Services f/k/a St Anne’s Maternity Home and erroneously sued as St. Annes Maternity Home (“Defendants”) (collectively, the “Parties”), by and through their undersigned counsel of record, hereby submit this Stipulation to Modify Preliminary Approval Order and Reschedule the Final Approval Hearing Date (which is currently set for August 12, 2024 at 10:00 a.m.), as follows:

WHEREAS, on February 20, 2024, the Court granted Plaintiffs’ motion for preliminary approval of a Class and PAGA action settlement and entered the Order granting preliminary approval. Attached hereto as **Exhibit A** is a true and correct copy of the Court’s Order Granting Preliminary Approval.

WHEREAS, on March 15, 2024 the Administrator mailed the Class Notice to 859 Class Members. The deadline for Class Members to opt-out, dispute, or object was April 29, 2024.

WHEREAS, according to the Administrator’s report dated May 7, 2024, there are zero objection, zero opt-outs and zero disputes. Attached hereto as **Exhibit B** is a true and correct copy of the Administrator’s May 7, 2024 Report.

WHEREAS, in late April 2024, Defendants became aware and immediately advised that 40 class members (employees who were for a brief period of time hourly employees during the class period, but later changed position to salary employees) were inadvertently excluded from the class list, and thus were not included in the initial production of Class Data. Defendants have provided the updated Class Data to the Administrator, containing the additional 40 Class Member.

WHEREAS, pursuant to the original Class Data, the original 859 Class Members worked a total of 65,029 workweeks. The additional 40 Class Members work a total collective amount of 5,077 work weeks. Accordingly, the Class now consists of 899 Class Members, who has now collectively worked 70,106 workweeks – which includes the 5,077 workweeks from the additional 40 Class Members.

WHEREAS, the Settlement Agreement § 4.1 contains an Escalator Clause which provides that if the total workweeks worked by all Class Members during the Class Period exceeds 60,000 workweeks by more than 10%, then Defendants will increase the Gross Settlement Amount proportionately for the percentage of workweeks that exceeds 60,000 (i.e., an 15% increase in workweeks will result in a 5%

\ increase of the Gross Settlement Amount).

WHEREAS, the Escalator Clause was triggered as a result of the updated list of Class Members collectively working 16.8433% over the 60,000 workweek threshold, resulting in a 6.8433% increase to the original Gross Settlement Amount (“GSA”) from \$1,150,000 to \$1,228,698.34 (an increase of \$78,698.34).

WHEREAS, the Settlement Agreement § 1.6 provides that Class Counsel may seek a Class Counsel Fees Payment of not more than one-third of the GSA (33.333%). As a result of the triggering of the Escalator Clause, one-third of the new GSA results in a revised attorneys’ fees request of \$409,566.11 (an increase of \$26,232.78, from the original \$383,333.33 attorney’s fee amount). While Class Counsel believes that they may seek the full amount of the increased attorney’s fee pursuant to the Settlement Agreement, Class Counsel agrees to seek only an additional \$15,000 (total request of \$398,333.33) as a result of the additional Class Members, Notice, and work herein. Accordingly, the parties have agreed and stipulate that the new increased GSA submitted by Defendants to the Administrator will be \$1,217,465.56 (a total increase of \$67,465.56 to the previous GSA).

WHEREAS, in light of the above, the Parties seek to perform a new mailing of the Class Notice to the 40 newly identified Class Members who did not previously receive a Class Notice, advising of the updated GSA, requested Class Counsel Fees Payment, requested Administrator Expenses Payment, requested Service Award, and updating the Class Members of their estimated share and new final approval hearing date. A copy of the Class Notice is attached hereto as **Exhibit C**. The Parties also seek to perform a new mailing of a Postcard to the originally identified 859 Class Members advising of the updated GSA, requested Class Counsel Fees Payment, requested Administrator Expenses Payment, and updating the Class Members of their estimated share and new final approval hearing date. A copy of the Postcard is attached hereto as **Exhibit D**. Since the vast majority of the Class has already reviewed the prior notice and resoundingly supported the settlement (i.e., no opt out or objections by the deadline date), the Parties propose having the Administrator send the Class Notice and Postcard to all Class Members within 10 days of the signed Order, who will then have 45 days from the mailing to again object, opt-out or dispute the number of workweeks that he/she was credited.

WHEREAS, the Parties propose scheduling a final approval hearing date approximately 70 days after the Court enters the Order, subject to the Court's availability, which will give the Parties and Administrator approximately 30 days after the new Response Deadline to file declarations regarding the results of the new mailing.

WHEREAS, the Administrator will post all pertinent and information documents on its website (including the motion for preliminary approval, settlement agreement, order granting preliminary approval, Notice, Order modifying the preliminary approval order, motion for final approval, new final approval hearing date and this stipulation/order).

THEREFORE, IT IS HEREBY STIPULATED, by and between the Parties through their respective attorneys of record that, subject to Court approval:

1. The additional Class Members have been added to the Class Data, bringing the total workweeks worked by all 899 Class Members to approximately 70,106 total workweeks.
2. The Escalator Clause was triggered as a result of the Class Members collectively working 6.8433% over the 10% threshold, resulting in a 6.8433% increase to the Gross Settlement Amount ("GSA") from \$1,150,000 to \$1,228,698.34 (an increase of \$78,698.34). Of this amount, the increased attorney's fees authorized by the Settlement Agreement is 33.33%, which equals \$409,566.11 (an increase of \$26,232.78, from the original \$383,333.33 attorney's fee amount). While Class Counsel believes that they may seek the full amount of the increased attorney's fee pursuant to the Settlement Agreement, Class Counsel agrees to seek only an additional \$15,000 as a result of the additional Class Members, Notice, and work herein. The results in the new GSA amount contributed to the Administrator to be \$1,217,465.56.
3. The Class Notice will be sent to the 40 newly identified Class Members who did not previously receive a Class Notice who have 45 days from the mailing to object, opt-out or dispute the number of Workweeks that he/she was credited. Postcard will be sent to the originally identified 859 Class Members advising of the updated GSA, requested Class Counsel Fees Payment, requested Administrator Expenses Payment, and updating the Class Members of their estimated share and new final approval hearing date.

4. The Administrator will post all pertinent and information documents on its website (including the motion for preliminary approval, settlement agreement, order granting preliminary approval, Notice, Order modifying the preliminary approval order, motion for final approval, new final approval hearing date and this stipulation/order).

5. Defendant shall pay for all additional Administration costs resulting from the remailing of the Notice and Postcard to all Class Members in addition to the GSA.

6. Continuing the current Motion for Final Approval scheduled for August 12, 2024 in accordance with the timeline set forth below:

<i>TBD</i>	This Order modifying the preliminary approval order is signed and entered (“Order Entered”)
<i>10 days after Order Entered</i>	Deadline for Settlement Administrator to complete mailing of the Notice and Postcard to all Class Members.
<i>45 days after mailing Class Notice and Postcard</i>	Deadline for Class Members to submit Requests for Exclusion, Objections and Disputes to the Settlement (“Response Deadline”).
<i>16 court days before Final Approval Hearing</i>	Deadline for Class Counsel and the Administrator to file supplemental declarations regarding the results of the new mailing.
<i>5 court days before final approval hearing</i>	Deadline for filing of any written response to objection or opposition Motion for Final Approval of Settlement.
<i>TBD (Proposed: 80 days after Order Entered, or at Court’s convenience)</i>	Final Approval Hearing (Approximately September 28, 2024)

\ IT IS SO STIPULATED.

DATED: July 16, 2024

Respectfully submitted,

SEYFARTH SHAW LLP

By: /s/ Kamran Mirrafati

Kamran Mirrafati
Laura E. Heyne
Attorneys for Defendants
ST. ANNE'S FOUNDATION AND ST.
ANNE'S FAMILY SERVICES F/K/A ST
ANNE'S MATERNITY HOME AND
ERRONEOUSLY SUED AS ST. ANNES
MATERNITY HOME

DATED: July 16, 2024

Respectfully submitted,

JCL LAW FIRM, APC

By: /s/ Jean-Claude Lapuyade

Jean-Claude Lapuyade
Attorneys for Plaintiffs

DATED: July 16, 2024

Respectfully submitted,

ZAKAY LAW GROUP, APLC

By: /s/ Shani O. Zakay

Shani O. Zakay
Attorneys for Plaintiffs

~~PROPOSED~~ ORDER

The Court, having considered the Stipulation, and good cause appearing, modifies the Order granting Preliminary Approval is hereby modified as follows:

1. The Class Members who were inadvertently excluded from the mailing will be added to the Settlement, bringing the total to 899 Class Members and 79,106 combined Workweeks worked by all Class Members.

2. The Escalator Clause is triggered as a result of the Class Members collectively working 6.8433% over the 10% threshold, resulting in a 6.8433% increase to the Gross Settlement Amount (“GSA”) to a proposed number of \$1,228,698.34

3. The triggering of the Escalator Clause permits increased attorney’s fees authorized by the Settlement Agreement in the amount of 33.33% of the total new GSA, which equals \$409,566.11 (an increase of \$26,232.78, from the original \$383,333.33 attorney’s fee amount from the original GSA). While Class Counsel believes that they may seek the full amount of the increased attorney’s fee pursuant to the Settlement Agreement, Class Counsel agrees to seek only an additional \$15,000 (total request of \$398,333.33) as a result of the additional Class Members, Notice, and work herein.

4. This results in the new GSA amount contributed to the Administrator to be \$1,217,465.56, of which amount, Class Counsel will seek \$398,333.33 in attorney’s fees.

5. The Court approves the Class Notice and Postcard, which are attached hereto as Exhibits **C and D**, and directs the Administrator to mail the Class Notice to the 40 new Class Members and the Postcard to the 859 Class Members who previously received a Notice within 10 days of the signing of this Order. Class Members will have 45 days from the date of mailing to object, opt-out or dispute the number of Workweeks that he/she was credited.

6. The Motion for Final Approval that is scheduled for August 12, 2024 is continued in accordance with the timeline set forth below:

///

TBD July 29, 2024	This Order modifying the preliminary approval order is signed and entered (“Order Entered”)
10 days after Order Entered	Deadline for Settlement Administrator to complete mailing of the Notice and Postcard to all Class Members.
45 days after mailing Class Notice and Postcard	Deadline for Class Members to submit Requests for Exclusion, Objections and Disputes to the Settlement (“Response Deadline”).
16 court days before Final Approval Hearing	Deadline for Class Counsel and the Administrator to file supplemental declarations regarding the results of the new mailing.
5 court days before final approval hearing	Deadline for filing of any written response to objection or opposition Motion for Final Approval of Settlement.
TBD November 14, 2024 (Proposed: 80 days after Order Entered, or at Court’s convenience - (Approximately September 28, 2024))	Final Approval Hearing

7. The Administrator shall post all pertinent and information documents on its website (including the motion for preliminary approval, settlement agreement, order granting preliminary approval, Notice, Order modifying the preliminary approval order, motion for final approval, new final approval hearing date and this stipulation/order).

8. The Court vacates the previously set August 12, 2024 Final Approval Hearing.

IT IS SO ORDERED.

Date: July 29, 2024



Stuart M. Rice

Stuart M. Rice / Judge

Stuart M. Rice

EXHIBIT A

Electronically Received 02/14/2024 10:56 AM

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Attorneys for PLAINTIFFS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BRITNEY CLARKE and DOMINIQUE
BOWIE, individuals, and on behalf of other
members of the general public similarly
situated;

Plaintiff,

vs.

ST ANNES MATERNITY HOME, an
unknown business entity; ST. ANNE'S
MATERNITY HOME, an unknown business
entity; ST. ANNE'S FOUNDATION, a
California corporation; ST. ANNE'S FAMILY
SERVICES, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV14674

**~~SUPPLEMENTAL [PROPOSED]~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: February 7, 2024
Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Department: 1

FILED

Superior Court of California
County of Los Angeles

02/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 On February 2, 2024, this Court issued a tentative ruling in advance of the Motion for
3 Preliminary Approval of Class Action and PAGA settlement that was set to be heard on February 7,
4 2024. This Court requested supplemental briefing and provided a Checklist for Preliminary Approval
5 of Class Action Settlement identifying various points that the Court requested the Parties to address.

6 The Motion for Preliminary Approval of a Class Action and PAGA Settlement initially came
7 before this Court, on February 7, 2024 in Department 1 before the Honorable Stuart M. Rice, presiding.
8 At the February 7, 2024 hearing, the court set the matter for a non-appearance review hearing of
9 February 27, 2024 and requested that the Parties submit all supplemental briefing materials by February
10 23, 2024.

11 The Court having considered all papers submitted in support of the application of the parties,
12 **HEREBY ORDERS THE FOLLOWING:**

13 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
14 upon the terms set forth in the Amended Class Action and PAGA Settlement Agreement (“Agreement”)
15 filed herewith. All terms used herein shall have the same meaning as defined in the Agreement.

16 2. The Settlement set forth in the Agreement, for a Gross Settlement Amount of \$1,150,000,
17 appears to be fair, adequate and reasonable to the Class. The Settlement also calls for the following:
18 (the Court typically grants no more than \$7,500 at Final Approval)
19 Class Representative Payments of not more than \$10,000; Attorney’s Fees of not more than one-third
20 of the Gross Settlement Amount, which is currently estimated to be Three Hundred Eighty-Three
21 Thousand Three Hundred and Thirty-Three Dollars (\$383,333.33) and litigation costs of up to Thirty
22 Thousand Dollars (\$30,000.00); Administration payment not to exceed Eleven Thousand Five Hundred
23 Dollars and Zero Cents (\$11,500.00); and a PAGA Payment of Sixty Thousand Dollars (\$60,000.00)
24 with 75% (\$45,000.00) allocated to the LWDA and 25% (\$15,000.00) allocated to the Individual PAGA
25 Payments. The Settlement falls within the range of reasonableness and appears to be presumptively
26 valid, subject only to any objections that may be raised at the final fairness hearing and final approval
27 by this Court. It further appears that investigation and research have been conducted such that counsel
28

1 for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court
2 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the
3 delay and risks that would be presented by the further prosecution of the Action. It further appears that
4 the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length
5 negotiations. The Parties are ordered to carry out the settlement according to the terms of the Agreement
6 and in conformity with this Order. The Court has reviewed the monetary recovery that is being granted
7 as part of the Settlement and preliminarily finds that the monetary settlement awards made available to
8 Class Members is fair, adequate, and reasonable when balanced against the probable outcome of further
9 litigation relating to certification, liability, and damages issues.

10
11 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
12 fees to Class Counsel, costs of administration and the incentive payments to Plaintiffs should be finally
13 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 1
14 on the date and time set forth in the implementation schedule in Paragraph 11 below.

15 4. This Court approves, as to form and content, the Notice of Class Action Settlement and
16 Hearing Date for Final Court Approval. The Court approves the procedure for Class Members to opt out
17 of, or to object to, the Settlement as set forth in the Agreement and Notice.

18 5. The Court directs the mailing of the Notice of Class Action Settlement and Hearing Date
19 for Final Court Approval by first class mail to the Class Members in accordance with the Implementation
20 Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the
21 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide
22 the best notice practicable under the circumstances and shall constitute due and sufficient notice to all
23 persons entitled thereto.

24 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
25 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
26 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiffs' and Class Counsel's
27 applications for the incentive payment to Plaintiffs, and Class Counsel's request for attorneys' fees and
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1 litigation costs; (3) a formula used to determine the Class Members' estimated Individual Class
2 Payment; (4) how to claim a share of the proceeds under the Settlement, and Class Members' right to
3 appear through counsel if they desire; (5) how to object to the Settlement or to opt-out if a Class Member
4 wishes to do so; and (6) how to obtain additional information regarding the Action and the Settlement.
5 (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of
6 Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class
7 Members of their rights under the settlement. Counsel for the Parties are authorized to correct any
8 typographical errors in the Notice Packet and make clarifications, to the extent the same are found or
9 needed, so long as such corrections do not materially alter the substance of the documents. The Court
10 further finds that the distribution of the Class Notice is substantially in the manner and form set forth in
11 the Agreement and this Order meets the requirements of due process, is the best notice practicable under
12 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
13 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.
14

15 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
16 only. For Settlement purposes only, the Court conditionally certifies the Class, consisting of "all persons
17 who are employed or have been employed by Defendants in California as hourly-paid or non-exempt
18 employees at any time during the Class Period. The Class Period is the period commencing May 3, 2018
19 and ending on September 16, 2023.

20 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
21 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is
22 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions
23 of law and fact predominate, and there is a well-defined community of interest amongst the Class
24 Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiffs are
25 typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately
26 protect the interests of the Class Members; (e) a class action is superior to other available methods for
27
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the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

9. The Court confirms Plaintiffs Britney Clarke and Dominique Bowie as Class Representatives, and Shani O. Zakay of Zakay Law Group, APLC, Jean-Claude Lapuyade of JCL Law Firm, APC and Edwin Aiwasian, Esq of Lawyers for Justice, PC as Class Counsel.

10. The Court confirms the appointment of Apex Class Action, LLC as the Settlement Administrator.

11. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendants to Submit Class Data to Settlement Administrator	21 calendar days after Order granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	3 business days after receiving Class Data from Defendants
c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Incentive Payment	16 Court days before Final Approval Hearing
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	14 calendar days before Class Counsel's deadline to file Motion for Final Approval of Settlement
g.	Final Fairness Hearing and Final Approval	August 12, 2024, at 10:30 AM
h.	Deadline for Defendants to fund Settlement	30 calendar days after Effective Date
i.	Deadline for Settlement Administrator to mail the Individual Payments and the Incentive Payment, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	14 calendar days after Funding Date

j.	Deadline for Class Members to cash Individual Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Individual Payments and the Incentive Payment
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12. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

13. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Amended Settlement Agreement, and pertaining to the administration of the settlement of the Action.

IT IS SO ORDERED.



Stuart M. Rice

Dated: February 20, 2024

Stuart M. Rice / Judge

HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT

EXHIBIT B



Clarke, et al v. St Annes Maternity Home, et al.

CONTACT

Plaintiff Counsel	Defense Counsel
JCL Law Firm APC	Seyfarth Shaw LLP
Jean-Claude Lapuyade	Laura E. Heyne
Zakay Law Group APC	
Shani O. Zakay	

SUMMARY

Report Date	Case Manager
May 7, 2024	Madely Nava

PROJECT OVERVIEW

Class Size	Mailing Date	Response Deadline
859	March 15, 2024	April 29, 2024

MAILING OVERVIEW

Activity	Amount	Percentage
Notices Returned	49	5.70%
Notices Forwarded	1	0.12%
Notices Skip-Traced	48	5.59%
Notices Rемаiled	28	3.26%
Notices Deemed Undeliverable	20	2.33%

Request for Exclusion	Objections	Disputes
0	0	0

EXHIBIT C

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Britney Clarke, et al v. St Annes Maternity Home, et al., Case Number 22STCV14674

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against DEFENDANTS ST. ANNE’S FOUNDATION AND ST. ANNE’S FAMILY SERVICES F/K/A ST ANNE’S MATERNITY HOME AND ERRONEOUSLY SUED AS ST. ANNES MATERNITY HOME (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees, Britney Clarke and Dominique Bowie (“Plaintiffs”) and seek payment of (1) back wages and other relief for a class of individuals who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees (“Class Members”) at any time during the Class Period (May 3, 2018, and ending on September 16, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the PAGA Period (July 18, 2022, and ending on September 16, 2023) (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ XX (less withholding) and your Individual PAGA Payment is estimated to be \$ XX**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked XX workweeks** during the Class Period, and **you worked XX PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action alleges that Defendants violated California labor laws by failing to pay minimum wages, including straight time, overtime and double time wages; failing to provide legally compliant meal and rest periods and paying applicable premiums; failing to pay wages due during employment and upon termination; failure to maintain requisite payroll records; failure to reimburse for mandatory business expenses; failing to provide accurate itemized wage statements and claims brought under the Business & Professions Code section 17200 et seq.. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action:

The JCL Law Firm, APC, the Zakay Law Group, APLC and Lawyers for Justice, PC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired a neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the

best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Gross Settlement Amount. Defendants Will Pay \$1,217,465.56 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount not more than thirty (30) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$398,333.33 (One-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 each to the Class Representatives as a Class Representative Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than each Plaintiffs’ respective Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$11,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$60,000.00 for PAGA Payment, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts

approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) 45% all unpaid penalties for which IRS Forms 1099-MISC will issue and 45% interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments 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 proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the assigned Cy Pres, Children’s Foundation of America or Children’s Advocacy Institute.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **MONTH XX, 202X**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **MONTH XX, 202X**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against

Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC, (the Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA Payment based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release: all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that reasonably could have been raised based on the factual allegations made in the operative Complaint and through the Class Period. This includes but is not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment either under the California Labor Code, the FLSA, or common law; (2) failure to provide meal periods or pay meal period premiums; (3) failure to provide rest periods or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay final wages due at separation; (6) failure to pay final wages due during employment; (7) failure to provide accurate and itemized wage statements; (8) failure to keep requisite payroll records; (9) failure to indemnify or

reimburse for expenditures or business expenses (10) claims brought under Business & Professions Code section 17200 et seq. including but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses arising from the Labor Code violations released herein; (11) penalties of any nature arising out of or related to the respective Complaints filed in the Action, except for PAGA penalties, which are separately released hereinbelow; (12) interest; (13) attorneys' fees and costs; and (14) any other claims arising out of or related to the respective Complaints filed in the Action and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants, has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all PAGA claims alleged in the operative complaint, any amended complaint and Plaintiff Britney Clarke and/or Dominique Bowie's PAGA notice to the LWDA which occurred during the PAGA Period, this includes but is not limited to PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 0226.7, 510, 512, 1194, 1197, 1197.1, and 1198.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **MONTH XX, 202X** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Britney Clarke and Dominique Bowie v. St Annes Maternity Home, et al.*, Case Number 22STCV1467, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by MONTH XX, 202X, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) days before the **MONTH XX, 202X** Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the

Administrator's Website [www._____.com](http://www.lacourt.org/casesummary/ui/) or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Service Award may wish to object. **The deadline for sending written objections to the Administrator is MONTH XX, 202X.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Britney Clarke and Dominique Bowie v. St Annes Maternity Home, et al.*, Case Number 22STCV1467 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **MONTH XX, 202X** at XX:XX am/pm in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www._____.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's, website at www._____.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://portal.scscourt.org/search>) and entering the Case Number for the Action, Case No. 22STCV14674. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

T: 619-599-8292

jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

T: 619-892-7095

F: 858-404-9203

Shani@zakaylaw.com

LAWYERS FOR JUSTICE

410 Arden Ave. #203

Glendale, CA 91203

T: 818-619-2080

F: 818-265-1021

edwin@calljustice.com

Settlement Administrator:

Apex Class Action LLC

20371 Irvine Avenue, Newport Beach, CA 92660;

Tel: (800) 355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT D

Britney Clarke and Dominique Bowie v. St Annes Maternity Home, et al.,
Superior Court of the State of California for the County of Los Angeles
Case Number 22STCV14674

In a notice that was mailed to you in March/April 2024 the Notice of Settlement estimated that your share of the Settlement was the following:

Parts	Pay Periods Worked	Your Estimated Share
Class Action Settlement	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
PAGA Settlement	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Additional Class Members have been identified. As a result of these additional individuals who should be included in the Settlement, the Gross Settlement Amount will increase from \$1,150,000 to \$1,217,465.56. Moreover, up to \$398,333.33 (less than one-third of the Gross Settlement) will go to Class Counsel for attorneys' fees and up to \$30,000 for their litigation costs.

After taking into account the additional class members, you are eligible to receive the following share of the Settlement:

Parts	Pay Periods Worked	Your Estimated Share
Class Action Settlement	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
PAGA Settlement	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

If you want to receive your settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court.

If you wish to object to or opt out of the settlement based on the revised settlement payment shown on this postcard, you have until **INSERT**, 2024, to do so. Please see the Notice previously mailed to you for instructions on how to submit an objection or opt out request. **If you need another copy of the Notice, please contact the Settlement Administrator, Apex Class Action LLC, at (800) 355-0700.**

At the Final Approval Hearing on **INSERT**, 2024, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform.

If you wish to obtain additional information, the easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at **INSERT URL**.

Britney Clarke, et al v. St Annes Maternity Home, et al.
c/o Apex Class Action LLC P.O. Box 54668,
Irvine, CA 92619

<<Name>>
<<Street Address>>
<<City, State Zip Code>>