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Attorneys for Plaintiff, DEANNA RICKETTS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SISKIYOU**

DEANNA RICKETTS, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

MOUNTAIN SIL VERADO, INC., a California
Corporation; DENNIS R ERICKSON, an
individual; and DOES 1 through 50, inclusive,
Defendants.

Case No.: 22CV00796

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

Date: February 20, 2025
Time: 9:30 a.m.
Dept.: 2
Judge: Hon. Karen L. Dixon

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 *Ricketts v. Mountain Silverado, Inc. et al*
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

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

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

1 4. On October 1, 2024, 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 10, 2024, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, employment dates, and
6 the total number of relevant workweeks worked by each Settlement Class Member. The data file was
7 successfully uploaded to our database, where it underwent a thorough review to identify any duplicates
8 or potential inconsistencies. The Class List consisted of a total of 105 individuals.

9 6. In preparation for the mailing process, all 105 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 October 17, 2024, The Notice Packet was sent to all 105 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 17 returned Notice Packets as
20 undeliverable. Apex conducted a computerized skip trace on the 17 returned Notice Packets in order to
21 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
22 in obtaining 12 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First
23 Class Mail.

24 9. As of the date of this declaration, there have been 12 Notice Packets re-mailed as a result of
25 Apex's skip-tracing efforts.

26 10. As of the date of this declaration, 5 Notice Packets have been considered undeliverable as no
27 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was December 2, 2024.

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 was December 2, 2024.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members.

6 14. As of the date of this declaration, Apex will report 105 Participating Class Members, constituting
7 100% of the total 105 Settlement Class Members.

8 15. The total number of workweeks worked by Participating Class Members during the Class Period
9 is 8,968. The Net Settlement Amount available to Participating Class Members is estimated to be
10 \$334,500.00 and was calculated by subtracting the requested attorneys' fees (\$200,000.00), the amount
11 requested for litigation costs and expenses (\$20,000.00), the requested Service Award (\$10,000.00), the
12 requested Settlement Administration Costs (\$5,500.00), and the PAGA Penalties (\$30,000.00) from the
13 Gross Settlement Amount (\$600,000.00).

14 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
15 to be approximately \$10,220.00, the *average* Individual Settlement Amount is currently estimated to be
16 approximately \$3,185.71, and the *lowest* Individual Settlement Amount is currently estimated to be
17 approximately \$37.30. These amounts are subject to employee-side tax and withholdings.

18 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$7,500.00) will be allocated to
19 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
20 cannot opt out of the PAGA settlement. There are 75 Aggrieved Employees who worked a total of 4,294
21 weeks during the PAGA Period.

22 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$221.82, the
23 *average* individual PAGA share is approximately \$100.00, and the *lowest* individual PAGA share is
24 approximately \$1.75.

25 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
26 and anticipated expenses, amount to \$5,500.00. Apex will proceed with additional tasks related to this
27 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
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1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 11th day of December
5 2024, in Irvine, California.

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9 _____
10 MADELY NAVA
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Exhibit A

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

(Ricketts v. Mountain Silverado, Inc., et al., Siskiyou County Superior Court Case No. 22CV00796)

**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 Individual Settlement Payment 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 Defendants 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. 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 Siskiyou (the “Court”) has been reached between Plaintiff Deanna Ricketts (“Plaintiff”) and Defendants Mountain Silverado, Inc. and Dennis R Erickson (“Defendants”). 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.

The Class is defined as:

All non-exempt employees who are or previously were employed by Defendant Mountain Silverado, Inc. and performed work in California during the Class Period.

The “Class Period” is the period from December 9, 2018, to February 29, 2024.

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 December 9, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Siskiyou, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802); (7) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); (8) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.); and (9) Violation of the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On December 28, 2023, the Parties participated in an all-day mediation with Jason Marsili, Esq., a mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on September 26, 2024. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

After the Judgment becomes Final, Defendants 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 \$5,500.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys’ Fees and Expenses. Payment to Class Counsel of Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$200,000.00) and Attorneys’ Expenses of not more than \$20,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff 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 Award. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$30,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$22,500.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$7,500.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys’ Fees, Attorneys’ Expenses, the Service Award, the PAGA 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”). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A “workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendants.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all non-exempt employees who are or previously were employed by Defendant Mountain Silverado, Inc. and performed work in California during the PAGA Period. The PAGA Period means the period from February 29, 2024.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment 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 ensure you receive your payment.

Tax Matters. Twenty percent (20%) 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. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants’ 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.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all claims, rights, demands, liabilities, and causes of action, that were or could have reasonably been pleaded based upon, arising from, or reasonably related to, the factual allegations set forth in the operative complaint in the Action, all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that occurred during the Class Period, including, but not limited to, any and all claims for: (a) failure to pay all regular wages, minimum wages, and overtime wages due; (b) failure to provide meal periods or compensation in lieu thereof; (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to reimburse necessary business expenses; (e) failure to provide complete, accurate wage statements; (f) failure to pay wages timely at time of termination or resignation; and (g) unfair business practices that could have been premised on the labor code violations alleged and released herein. Except as set forth above, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the notice that Plaintiff sent to the California Labor and Workforce Development Agency and any amendments thereto ("LWDA") ("PAGA Notice"), that occurred during the PAGA Period, including any and all claims for civil penalties for violations of Labor Code sections 201 - 204, 210, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, and 2699, regardless of whether the Aggrieved Employee opts out from the Settlement Agreement.

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 Defendants 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?

Defendants' records reflect that you have «Class_Weeks» Workweeks worked during the Class Period (December 9, 2018, to February 29, 2024).

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

Defendants' records reflect that you have «PAGA_Weeks» pay periods worked during the PAGA Period (September 29, 2021, to February 29, 2024).

Based on this information, your estimated PAGA Payment Share 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 2, 2024.

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.

The Court will hold a hearing on February 20, 2025, 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/mountainsilverado.

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 PGA Release, you will be deemed to have released the Released PGA Claims, and you will receive a share of the PGA Payment.

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 2, 2024. The address for the Settlement Administrator is P.O. Box 54668, Irvine, CA 92619; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Ricketts v. Mountain Silverado, Inc., et al.*, currently pending in Superior Court of Siskiyou, Case No. 22CV00796. 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 2, 2024, 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 *Ricketts v. Mountain Silverado, Inc., et al., Siskiyou County Superior Court Case No. 22CV00796*. 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 2, 2024. The address for the Settlement Administrator is P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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Counsel for Defendants:

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E-Mail: lgarner@grsm.com
shuang@grsm.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**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 9:30 AM on February 20, 2025, at the Siskiyou County Superior Court, Department 2, located at 311 4th Street, Yreka, CA 96097 before Judge Karen L. Dixon. 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 ***Ricketts v. Mountain Silverado, Inc., et al., Siskiyou County Superior Court Case No. 22CV00796***, Settlement Administrator, P.O. Box 54668, Irvine, CA 92619 c/o Apex Class Action, LLC.

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 or by visiting the administrator's website at www.apexclassaction.com/mountainsilverado.

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 such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Siskiyou Food Assistance, a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.