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Attorneys for Plaintiffs KAREN TRUDELLE and ANTHONY BROUSSARD

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAREN TRUDELLE and ANTHONY
BROUSSARD, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

CHILDREN OF THE RAINBOW, INC., a
California corporation; and DOES I through 50,
Inclusive,

Defendants.

Case No.: 37-2022-00034860-CU-OE-CTL [Lead]
Case No. 37-2023-00006660-CU-OE-CTL

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

Date: December 13, 2024
Time: 8:30 a.m.
Dept.: C-65
Judge: Hon. Robert Longstreth

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 *Trudelle v. Children of the Rainbow, Inc.*,
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 Action Settlement And Hearing Date* (referred to as “Notice Packet”); (b) receiving
20 and processing requests for exclusion; (c) resolving disputes among Settlement Class Members
21 regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their
22 individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and
23 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
24 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
26 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On July 1, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received approval
3 from the Parties' Counsel before being mailed.

4 5. On July 22, 2024, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the employment dates for each
6 Settlement Class Member. The data file was successfully uploaded to our database, where it underwent
7 a thorough review to identify any duplicates or potential inconsistencies. The Class List consisted of a
8 total of 106 individuals.

9 6. In preparation for the mailing process, all 106 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 July 29, 2024, The Notice Packet was sent to all 106 individuals listed in the Class List using
18 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 11 returned Notice Packets as
20 undeliverable. Apex conducted a computerized skip trace on the 11 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 8 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First Class
23 Mail.

24 9. As of the date of this declaration, there have been 8 Notice Packets re-mailed as a result of Apex's
25 skip-tracing efforts.

26 10. As of the date of this declaration, 3 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 October 28, 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 October 28, 2024.

5 13. As of the date of this declaration, Apex will report 106 Participating Class Members, constituting
6 100% of the total 106 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 12,470.71. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$99,500.00 and was calculated by subtracting the requested attorneys' fees (\$80,000.00), the amount
10 requested for litigation costs and expenses (\$25,000.00), the two requested Service Award (\$20,000.00),
11 the requested Settlement Administration Costs (\$5,500.00), and the PAGA Payment (\$10,000.00) from
12 the Gross Settlement Amount (\$240,000.00).

13 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
14 to be approximately \$2,012.91, the *average* Individual Settlement Amount is currently estimated to be
15 approximately \$938.68, and the *lowest* Individual Settlement Amount is currently estimated to be
16 approximately \$17.10. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$2,500.00) 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 83 Aggrieved Employees who worked a total of
20 5,970.43 weeks during the PAGA Period.

21 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$42.05, the
22 *average* individual PAGA share is approximately \$30.12, and the *lowest* individual PAGA share is
23 approximately \$1.02.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$5,500.00. 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 11th day of November
3 2024, in Irvine, California.

4
5
6 
7 MADELY NAVA

Exhibit A

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

(Trudelle v. Children of the Rainbow, Inc., San Diego County Superior Court Case No. 37-2022-00034860-CU-OE-CTL)

(Broussard v. Children of the Rainbow, Inc., San Diego County Superior Court Case No. 37-2023-00006660-CU-OE-CTL)

**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. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of these lawsuits pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Karen Trudelle and Plaintiff Anthony Broussard (“Plaintiffs”) and Defendant Children of the Rainbow, Inc. (“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 non-exempt employees who are or previously were employed by Children of the Rainbow, Inc. and performed work in California during the Class Period.

The “Class Period” is the period of time running from August 30, 2018, to June 30, 2023.

This Class Notice explains the lawsuits, 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 August 30, 2022, Plaintiff Trudelle filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego, *Trudelle v. Children of the Rainbow, Inc.*, Case No. 37-2022-00034860-CU-OE-CTL. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Violated the Private Attorney General Act at Labor Code Section 2698, *et seq.* The lawsuit is referred to as the “*Trudelle*” lawsuit.

On February 14, 2023, Plaintiff Broussard filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego, *Broussard v. Children of the Rainbow, Inc.*, Case No. 37-2023-00006660-CU-OE-CTL.

Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to reimburse necessary business expenses in violation of California Labor Code §§ 2802, 2804; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Violated the Private Attorney General Act at Labor Code Section 2698, *et seq.* The lawsuit is referred to as the “*Broussard*” lawsuit.

For purposes of settlement, the *Trudelle* and *Broussard* lawsuits, have been consolidated, and are referred to collectively as the “Action”)

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contends (and continues to contend) that the Actions could not properly be maintained as class actions; 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; 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 fully reimbursed members of the class for required business expenses; and that Defendant are not liable for any of the penalties claimed or that could be claimed in the Actions.

On June 20, 2023, the Parties participated in an all-day mediation with Hon. Steven R. Denton (Ret.), a respected jurist and experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement. However, following the mediation, the Parties subsequently accepted a Mediator’s settlement proposal. The Court granted preliminary approval of the Settlement on July 1, 2024. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Haines 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 Two Hundred and Forty Thousand Dollars (\$240,000) (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 Expenses, Claims Administration Expenses, the LWDA Payment, the Aggrieved Employee Payment, 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 \$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 an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$80,000.00) and attorneys’ expenses of not more than \$25,000.00 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 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 (\$10,000.00) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook.

- **PAGA Payment.** A payment of \$10,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500 will be distributed to the Aggrieved Employees.
- **Calculation of Payments to Settlement Class Members.** After all the above payments of the court-approved Class Counsel Attorneys' Fees and Expenses, 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 Settlement Share 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 the number of weeks during the Class Period that each Class Member was employed as a non-exempt employee of Defendant.
- **Calculation of Individual PAGA Payments to Aggrieved Employees.** The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee 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 Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between July 28, 2021, and June 30, 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. 20% of each Settlement Share 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. 40% of each Settlement Share is allocated to penalties, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. 40% of each Settlement Share is allocated to interest, and no taxes will be withheld, 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 Individual PAGA Payments paid to Aggrieved Employees, and each Aggrieved Employee 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?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, 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 class claims that were or reasonably could have been alleged in the operative complaints 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, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, 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 all PAGA claims that were or reasonably could have been alleged in the operative complaints and Plaintiffs' PAGA notices 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 these Actions will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have «Class_Weeks» Workweeks worked during the Class Period (August 30, 2018, to June 30, 2023).

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

Defendant's records reflect that you have «PAGA_Weeks» pay periods worked during the PAGA Period (July 28, 2021, to June 30, 2023).

Based on this information, your estimated Individual PAGA 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 October 28, 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. (800) 355 - 0700.

The Court will hold a hearing on December 13, 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 <https://www.apexclassaction.com/childrenrainbow>.

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 Aggrieved Employee 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 October 28, 2024. The address for the Settlement Administrator is P.O. Box 54668, Irvine, CA 92619. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit **entitled *Trudelle v. Children of the Rainbow, Inc., San Diego County Superior Court, Case No. 37-2023-00006660-CU-OE-CTL***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." 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 October 28, 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 ***Trudelle v. Children of the Rainbow, Inc., San Diego County Superior Court, Case No. 37-2023-00006660-CU-OE-CTL***. 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 October 28, 2024.

The address for the Settlement Administrator is Apex Class Action Administration, P.O. Box 54668, Irvine, CA 92619

The addresses for the Parties' counsel are as follows:

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

The Court will hold a Final Approval Hearing at 8:30 a.m. on December 13, 2024, at the San Diego County Superior Court, Department C-65, located at 330 W. Broadway, San Diego, CA 92101 before Judge Robert C. Longstreth. 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 ***Trudelle v. Children of the Rainbow, Inc., San Diego County Superior Court, Case No. 37-2023-00006660-CU-OE-CTL***, 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 such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project pursuant to California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.