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Attorneys for Plaintiff LUCAS DELACRUZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LUCAS DELACRUZ, an individual, on
behalf of himself and all persons similarly
situated,

Plaintiff,

v.

WAL-MART ASSOCIATES, INC., a
Delaware Corporation; BONOBO, INC., a
Delaware Corporation; and DOES 1 through
50, Inclusive.

Defendants.

Case No.: 37-2021-00046421-CU-OE-CTL

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

Date: October 20, 2023

Time: 8:30 a.m.

Judge: Hon. Keri Katz

Dept: C-74

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

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

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

1 4. On May 16, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On June 1, 2023, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number
6 of relevant workweeks worked by each Settlement Class Member. The data file was successfully
7 uploaded to our database, where it underwent a thorough review to identify any duplicates or
8 potential inconsistencies. The Class List consisted of a total of 304 individuals.

9 6. In preparation for the mailing process, all 304 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
13 Notice Packet. The NCOA database contains records of requested address changes submitted to
14 the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing
15 of the Notice Packet. However, in cases where no updated address was found in the NCOA
16 database, the original address provided by Counsel for Defendants was used for the mailing of the
17 Notice Packet.

18 7. On June 7, 2023, The Notice Packet was sent to all 304 individuals listed in the Class List
19 using U.S First Class Mail. A precise and accurate copy of the mailed Notice Packet is attached
20 herein as **Exhibit A**.

21 8. As of the date of this declaration, our office has received 37 returned Notice Packets as
22 undeliverable. Of the 37 returned Notice Packets, none were returned with a forwarding address.
23 Therefore, Apex conducted a computerized skip trace on the 37 returned Notice Packets in order
24 to acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort
25 resulted in obtaining 26 updated addresses, to which we promptly re-mailed the Notice Packets
26 via U.S First Class Mail.

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

1 10. As of the date of this declaration, 11 Notice Packets have been considered undeliverable
2 as no updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has not received any requests for exclusion. The
4 deadline for submitting a request for exclusion from the Settlement was July 22, 2023.

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement.
6 The deadline for submitting a written objection to the Settlement was July 22, 2023.

7 13. As of the date of this declaration, Apex will report 304 Participating Class Members,
8 constituting 100% of the total 304 Settlement Class Members.

9 14. The total number of workweeks worked by Participating Class Members during the Class
10 Period is 14,477.77. The Net Settlement Amount available to Participating Class Members is estimated
11 to be \$242,500.00 and was calculated by subtracting the requested attorneys' fees (\$150,000.00), the
12 amount requested for litigation costs and expenses (\$15,000.00), the requested Service Award
13 (\$10,000.00), the requested Settlement Administration Costs (\$7,500.00), and the PAGA Payment
14 (\$25,000.00) from the Gross Settlement Amount (\$450,000.00).

15 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently
16 estimated to be approximately \$4,670.80, the *average* Individual Settlement Amount is currently
17 estimated to be approximately \$797.70, and the *lowest* Individual Settlement Amount is currently
18 estimated to be approximately \$4.79. These amounts are subject to employee-side tax and withholdings.

19 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$6,250.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 167 Aggrieved Employees who worked a total of
22 6,381.12 weeks during the PAGA Period.

23 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$129.01, the
24 *average* individual PAGA share is approximately \$37.43, and the *lowest* individual PAGA share is
25 approximately \$0.28.

26 18. Apex's comprehensive fees and costs for administering this Settlement, covering both
27 incurred and anticipated expenses, amount to \$7,500.00. Apex will proceed with additional tasks
28 related to this matter, such as calculating settlement award payments, issuing and mailing

1 settlement award checks, handling necessary tax filings and reporting on these payments, and any
2 other tasks mutually agreed 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
4 States that the foregoing is true and correct and that this Declaration was executed this 2nd day of
5 August 2023, 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**

*Delacruz v. Walmart Associates, Bonobos Inc., et al.,
San Diego County Superior Court Case No. 37-2021-00046421-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 Individual Settlement Payment is: \$«Total_Estimated_Settlement_Amount». 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 San Diego (the “Court”) has been reached between Plaintiff Lucas Delacruz (“Plaintiff”) and Defendants Bonobos, Inc. (“Bonobos”), and Wal-Mart Associates, Inc. (“Walmart”) (collectively, “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, which is defined as:

All current and former non-exempt California employees who worked at Defendants’ Bonobos stores, including Walmart employees who worked at Bonobos stores, at any time during the period beginning November 1, 2017, through March 6, 2023.

The “Class Period” is the period of time beginning November 1, 2017, through March 6, 2023.

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

2. What is this class action lawsuit about?

On November 1, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims that Defendants: (1) Violated California Business and

Professions Code § 17200 *et seq.*; (2) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (3) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; (7) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (8) Failed to pay sick pay at the correct rate in violation of California Labor Code § 246; (9) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202, 203, and 204; and (10) Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*). On December 27, 2021, Plaintiff filed a First Amended Complaint, which dismissed the eighth cause of action for failure to pay sick pay at the correct rate (Labor Code § 246) and the ninth cause of action for failure to provide wages when due in violation of California Labor Code §§ 201, 202, 203, and 204. On August 31, 2022, Plaintiff filed a Second Amended Complaint for the purpose of incorporating the claims and factual allegations for an alleged failure to provide seating claim pursuant to Cal. Code of Reg., Title 8, Section 1 1070(14). On April 17, 2023, Plaintiff filed the operative Third Amended Complaint adding claims for Defendants' alleged failure to pay wages when due in violation of Cal. Lab. Code §§ 201-203 and to add allegations regarding off-the-clock COVID-19 screenings.

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 contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On March 6, 2023, the Parties participated in an all-day mediation with Jeffrey A. Ross, an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on May 17, 2023. 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 Four Hundred and Fifty Thousand Dollars (\$450,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Administration Costs, Attorneys' Fees and Attorneys' Expenses, Service Award, and the PAGA Penalties.

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:

- Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Attorneys' Expenses. Payment to Class Counsel of an award of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$150,000.00) and Attorneys' Expenses of not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of 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.

- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A payment of \$25,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$18,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$6,250.00 will be distributed to Aggrieved Employees as part of the PAGA Penalties.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Class Representative Service Payment, the PAGA Penalties, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Penalties shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Penalties 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 Defendants and performed work in California during the PAGA Period. The PAGA Period means the period of August 27, 2020, through March 6, 2023.

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 insure you receive your payment.

Tax Matters. Twenty-five percent (25%) 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. Fifty-five percent (55%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Twenty percent (20%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). 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 Penalties 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 class claims alleged in the operative Third Amended Complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the 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 all PAGA claims alleged in the operative Third Amended Complaint and Plaintiff's 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 of 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 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 November 1, 2017, through March 6, 2023).

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

Defendants' records reflect that you have «PAGA_Weeks» pay periods worked during the PAGA Period (August 27, 2020, through March 6, 2023).

Based on this information, your estimated Aggrieved Employee Payment is \$«PAGA_Estimated_Settlement_Amount».

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 July 22, 2023.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is Apex Class Action LLC.

The Court will hold a hearing on October 20, 2023, at 8:30 a.m. 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/wal-mart.

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 PAGA Penalties.

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 July 22, 2023. The address for the Settlement Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660; 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 *Delacruz v. Wal-Mart Associates, Inc., et al.*, currently pending in Superior Court of San Diego, Case No. 36-2021-00046421-CU-OE-CTL. 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 July 22, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Delacruz v. Wal-Mart Associates, Inc., et al., San Diego County Superior Court, Case No. 36-2021-00046421-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 July 22, 2023. The address for the Settlement Administrator is P.O. Box 54667, Irvine, CA 92619; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

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San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

Class Counsel:

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Zakay Law Group, APLC

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F: (714) 754-1298
mitchell.wrosch@ogletree.com

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

The Court will hold a Final Approval Hearing on October 20, 2023, at 8:30 a.m. at the San Diego County Superior Court, Department 74, located at 330 W. Broadway San Diego, CA 92101 before Judge Keri Katz. 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 (800) 355-0700 or write to ***Delacruz v. Wal-Mart Associates, Inc., et al., San Diego County Superior Court, Case No. 36-2021-00046421***, Settlement Administrator, c/o Apex Class Action, LLC, P.O. Box 54667, 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 or by visiting the website listed in this notice. Please do not contact Defendants.

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 transmit any uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.