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Attorneys for PLAINTIFF GUSTAVO ADAME

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

GUSTAVO ADAME, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

HUSTEAD'S COLLISION CENTER, INC., a
California Corporation; and DOES 1 through 50,
Inclusive.

Defendants.

Case No.: 22CV018744

**DECLARATION OF KATHERINE
ROVERTONI OF APEX CLASS ACTION,
LLC, IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 6, 2025
Time: 10:00 a.m.
Dept.: 23
Judge: Hon. . Michael Markman

1 I, Katherine Rovertoni, 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 *Adame v Hustead’s Collision Center, Inc.,*
6 *et al.*, 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 Final Hearing Date*, (referred to as “Notice Packet”); (b)
20 receiving 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 August 20, 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 September 10, 2024, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 171 individuals.

9 6. In preparation for the mailing process, all 171 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 September 24, 2024, The Notice Packet was sent to all 171 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 18 returned Notice Packets as
20 undeliverable. Of the 18 returned Notice Packets, none were returned with a forwarding address.
21 Therefore, Apex conducted a computerized skip trace on the 18 returned Notice Packets in order to
22 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
23 in obtaining 14 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First
24 Class Mail.

25 9. As of the date of this declaration, there have been 14 Notice Packets re-mailed as a result of
26 Apex's skip-tracing efforts.

27 10. As of the date of this declaration, 4 Notice Packets have been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was November 8, 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 November 8, 2024.

5 13. As of the date of this declaration, Apex will report 171 Participating Class Members, constituting
6 100% of the total 171 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 9,483.86. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$147,500.00 and was calculated by subtracting the requested attorneys' fees (\$100,000.00), the amount
10 requested for litigation costs and expenses (\$20,000.00), the requested Service Award (\$5,000.00), the
11 requested Settlement Administration Costs (\$7,500.00), and the PAGA Payment (\$20,000.00) from the
12 Gross Settlement Amount (\$300,000.00).

13 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
14 to be approximately \$4,408.09, the *average* Individual Settlement Amount is currently estimated to be
15 approximately \$862.57, and the *lowest* Individual Settlement Amount is currently estimated to be
16 approximately \$2.22. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$5,000.00) 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 127 Aggrieved Employees who worked a total of
20 5,444.29 weeks during the PAGA Period.

21 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$116.50, the
22 *average* individual PAGA share is approximately \$39.37, and the *lowest* individual PAGA share is
23 approximately \$0.13.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$7,500.00. 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^{20th} day of November
3 2024, in Irvine, California.

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6 Katherine Rovertoni

7 KATHERINE ROVERTONI
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Exhibit A

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

(Adame v Hustead's Collision Center, Inc., et al., Alameda County Superior Court Case No. 22CV018744)

**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 Share is “Est. Class Payment.” Your estimated Aggrieved Employee Payment Share is “Est. PAGA Payment.” 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 Class 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 . However, no Aggrieved Employee shall have the right to opt out of the PAGA 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 and PAGA action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the “Court”) has been reached between Plaintiff Gustavo Adame (Plaintiff”) and Defendant Hustead’s Collision Center, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. Defendant denies any and all wrongdoing and liability whatsoever. The Court has not made any decision as to the truth of Plaintiff's allegations.

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 and performed work in California during the Class Period.

The “Class Period” is the period of time running from September 29, 2018, through March 4, 2024.

The PAGA purported Aggrieved Employees are defined as:

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA period.

The "PAGA Period" is the period of time running from September 29, 2021, through March 4, 2024

This 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 September 29, 2022, Plaintiff Gustavo Adame filed a Complaint in the Superior Court of the State of California, County of Alameda, asserting causes of action for: (1) Retaliation in Violation of Cal. Lab. Code § 1102.5; (2) Wrongful Termination in Violation of Public Policy; (3) Violation of Government Code § 12940—Disability and Racial Discrimination; (4) Failure to Provide Reasonable Accommodation; (5) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (6) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (7) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (8) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (9) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (10) Failure to Reimburse Employees for

Required Expenses (Labor Code § 2802; (11) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); and (12) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.) (“Original Complaint”).

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

On October 24, 2023, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), a jurist and mediator of wage and hour class actions. The mediation resulted in a Settlement. The Court granted preliminary approval of the Settlement on August 20, 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 Three Hundred Thousand Dollars and Zero Cents (\$300,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Attorneys’ Fees, Attorneys’ Expenses, Administration Costs, the LWDA Payment, Aggrieved Employee Payment, and the Enhancement 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:

- Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,500 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of an Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$100,000) and Attorneys’ Expenses of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the 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.
- Enhancement Award. Enhancement Award of up to Five Thousand Dollars (\$5,000) to Plaintiff Gustavo Adame, 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 \$20,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$15,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$5,000 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Attorneys’ Fees, Attorneys’ Expenses, the Enhancement Award, 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 (“Participating Class Members”). Participating Class Members will be paid based on the number of workweeks worked during the Class Period. A “workweek” means the any seven (7) consecutive days beginning on Monday and ending on Sunday, in which a Class Member was employed by Defendant during the Class Period in California. The respective workweeks for each Class Member will be divided by the total workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member’s estimated Individual Settlement Payments.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The respective PAGA workweeks for each Aggrieved Employee will be divided by the total PAGA workweeks for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Net PAGA Amount to calculate each Aggrieved Employee’s estimated share of the Net PAGA

Amount.

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. Twenty-five percent (25%) of each Class Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-five percent (75%) of each Class Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA 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 individual shares of the PAGA Settlement 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 Participating 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 Complaint in the Action and all claims that reasonably could have been alleged based on the facts and/or theories pled in the Operative Complaint, including claims for: unfair competition predicated on claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods, failure to reimburse business expenses, failure to pay all wages due upon discharge or resignation, failure to provide accurate wage statements, and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay; and labor code violations for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal and rest periods; failure to reimburse business expenses; failure to pay all wages due upon discharge or resignation; failure to provide accurate wage statements; and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay that accrued during the Class Period. The released claims include, but are not limited to, claims for wages, statutory penalties, civil penalties, damages, liquidated damages, or any other relief brought under state or federal law, the California Labor Code, the Fair Labor Standards Act, California Business and Professions Code sections 17200 et seq, and/or any applicable Industrial Welfare Commission Wage Order, arising from the labor code violations released herein; attorneys' fees and costs; and interest that accrued during the Class Period. The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class 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.

The Released PAGA Claims shall be released as follows. As of the Funding Date and upon funding in full of the Gross Settlement Amount by Defendants, the Plaintiff, on behalf of the LWDA and the State of California shall release all claims for civil penalties, attorneys' fees, interest, costs, or any other relief under PAGA for alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 198.5, 1199, 2802, 2804, 2699.5, and all applicable Industrial Welfare Commission Wage Order(s) that arise out of or reasonably relate to the factual allegations for the PAGA claims as alleged in the operative complaint and the relevant notice letter(s) to the LWDA.

Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release").

5. How much will my payment be?

Defendant's records reflect that you have "Class Weeks" Workweeks worked during the Class Period (September 29, 2018, to March 4, 2024).

Based on this information, your estimated Individual Settlement Payment Share is "Est. Class Payment".

Defendant's records reflect that you have "PAGA Pay Periods worked during the PAGA Period (September 29, 2021, to March 4, 2024).

Based on this information, your estimated Aggrieved Employee Payment Share is "Est. PAGA Payment".

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 November 8, 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.

The Court will hold a hearing on February 6, 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 <https://www.apexclassaction.com/husteadcollision>.

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 Class Settlement, and you will not be bound by its terms, except as provided herein.** However, no Aggrieved Employee shall have the right to opt out of the PAGA Settlement. Thus, irrespective of whether you exclude yourself from the Class Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than November 8, 2024. The address for the Settlement Administrator is Apex Class Action, P.O. Box 54668, Irvine, CA 92619. 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 *Adame v Hustead's Collision Center, Inc., et al.*, currently pending in Superior Court of Alameda, Case No. 22CV018744. 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 November 8, 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 must state the Class Member's name, current address, last four digits of your Social Security number, 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 *Adame v Hustead's Collision Center, Inc., et al.*, currently pending in **Superior Court of Alameda, Case No. 22CV018744** and must be signed by the Class Member. 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 November 8, 2024. The address for the Settlement Administrator is P.O. Box 54668, Irvine, CA 92619.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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aberri@wshblaw.com

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

The Court will hold a Final Approval Hearing at 10:00 AM on February 6, 2025, at the Alameda County Superior Court, 23, located at 1225 Fallon St, Oakland, CA 94612, before Judge Michael Markman. 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 able 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 *Adame v Hustead's Collision Center, Inc., et al., currently pending in Superior Court of Alameda, Case No. 22CV018744*, 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 website listed in this notice.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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 Children's Advocacy Institution, a Cy Pres Recipient, 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.