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Attorneys for Plaintiff

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

JAMAL SHABAZZ and JOSEPH
CASTENEDA, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MANN & COMPANY, INC., a California
corporation; and DOES 1 through 50, Inclusive;

Defendants.

Case No.: 22CV02669

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

Date: January 29, 2025
Time: 9:00 a.m.
Dept.: 1
Judge: Hon. Tamara Mosbarger

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 *Shabazz, et al. v. Mann & Company, 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 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 September 27, 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 5, 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 1,026 individuals.

9 6. In preparation for the mailing process, all 1,026 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 16, 2024, The Notice Packet was sent to all 1,026 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 206 returned Notice Packets as
20 undeliverable. Therefore, Apex conducted a computerized skip trace on the 206 returned Notice Packets
21 in order to acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace
22 effort resulted in obtaining 169 updated addresses, to which we promptly re-mailed the Notice Packets
23 via U.S First Class Mail.

24 9. As of the date of this declaration, there have been 169 Notice Packets re-mailed as a result of
25 Apex's skip-tracing efforts.

26 10. As of the date of this declaration, 37 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 November 30, 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 30, 2024.

5 13. As of the date of this declaration, Apex will report 1,026 Participating Class Members,
6 constituting 100% of the total 1,026 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 8,132.00. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$410,500.00 and was calculated by subtracting the requested attorneys' fees (\$250,000.00), the amount
10 requested for litigation costs and expenses (\$25,000.00), the two requested Service Awards
11 (\$20,000.00), the requested Settlement Administration Costs (\$14,500.00), and the PAGA Penalties
12 (\$30,000.00) from the Gross Settlement Amount (\$750,000.00).

13 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
14 to be approximately \$6,713.79, the *average* Individual Settlement Amount is currently estimated to be
15 approximately \$400.10, and the *lowest* Individual Settlement Amount is currently estimated to be
16 approximately \$50.48. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$7,500.00) 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 691 Aggrieved Employees who worked a total of
20 4,375 weeks during the PAGA Period.

21 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$109.71, the
22 *average* individual PAGA share is approximately \$10.85, and the *lowest* individual PAGA share is
23 approximately \$1.71.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$14,500.00. 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 12th day of December
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 AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Jamal Shabazz v. Mann & Company, Inc., Butte County Superior Court Case No. 22CV02669)

**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: “Est. Total 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 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 this lawsuit pending in the Superior Court for the State of California, County of Butte (the “Court”) has been reached between Plaintiffs Jamal Shabazz and Joseph Castaneda (“Plaintiffs”) and Defendant Mann & Company, 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 persons who are or previously were employed by Mann & Company, Inc. in California and classified as non-exempt employees at any time during the period beginning November 14, 2018, to February 15, 2024 (“Class Period”).

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 September 6, 2022, Plaintiff Jamal Shabazz filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On November 14, 2022, Plaintiff Jamal Shabazz filed a Complaint (the “Class Complaint”) against Defendant in the Superior Court of the State of California, County of Butte. Plaintiff Jamal Shabazz asserted the following claims against Defendant: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; and (8) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq*]. On June 26, 2024, Plaintiff Jamal Shabazz filed a First Amended Complaint adding Plaintiff Joseph Castaneda to the Class Complaint (the “Action”).

Defendant expressly denies 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 Representatives are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment.

Defendant maintains it has fully complied with the law at all times. The settlement is not an admission that Defendant did anything wrong or an indication that any law was violated, and the Court has not ruled on whether Defendant has violated the law.

On February 15, 2024, the Parties participated in an all-day mediation with the Hon. Brian C. Walsh (Ret.), an experienced jurist and 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 did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement of the Action. That way, they avoid the cost of a trial, and members of the Class get compensation from the settlement.

The Court granted preliminary approval of the Settlement on September 25, 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 and Zakay Law Group, APLC to serve as Class Counsel. Plaintiffs who were appointed the Class Representatives by the Court and Class Counsel believe the settlement is best for all Class Members.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

Defendant will pay the Gross Settlement Amount in three (3) separate installations. First, Defendant will pay 60% of the Gross Settlement Amount (\$450,000.00), in addition to employer side payroll taxes, to the Settlement Administrator within sixty (60) calendar days following the Court's Final Approval Order. Second, Defendant will pay 20% of the Gross Settlement Amount (\$150,000.00) to the Settlement Administrator within two hundred forty-three (243) calendar days following the Court's Final Approval Order. Third, Defendant will pay the remaining 20% of the Gross Settlement Amount (\$150,000.00) to the Settlement Administrator within four hundred twenty-five (425) calendar days following the Court's Final Approval Order.

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:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$14,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$250,000.00) and actually incurred litigation 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 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 Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$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 Action, and for the risks they undertook.
- PAGA Payment. A payment of \$30,000.00 relating to Plaintiffs' 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 PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement 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 Pay Periods for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's Pay Periods that occurred during the Class Period. A "Pay Period" is defined as a period of time during which a Class Member was issued a paycheck during the Class Period by Defendant.

- 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 current and former non-exempt California employees employed by Defendant during the period from September 6, 2021, to February 15, 2024 (“PAGA Period”).

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. Ten percent (10%) 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. Ninety percent (90%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest (“Penalty and 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 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 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.

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. As of the last installment and full payment of the Gross Settlement Amount by Defendant, Plaintiffs 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, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the *Jamal Shabazz v. Mann & Company, Inc.* action, which occurred during the Class Period, including but not limited to the failure to pay minimum wages, the failure to pay overtime wages, the failure to provide meal periods, the failure to pay meal period premium pay, the failure to provide rest periods, the failure to pay rest period premium pay, the failure to pay waiting-time penalties, the failure to maintain records, the failure to provide accurate itemized wage statements, the failure to reimburse, and other claims whatsoever that were alleged in this case or which arise out of such facts actually pled in the complaint, including without limitation all related claims for restitution and other equitable relief under Business and Professions Code section 17200 et seq., conversion, liquidated damages, punitive damages, penalties, statutory penalties, civil penalties under the Labor Code Private Attorneys General Act of 2004 for violations of Labor Code 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1174, 1194, 1197, and 2802, 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. As of the last installment and full payment 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 alleged in the Operative Complaint in the *Jamal Shabazz v. Mann & Company, Inc.* action and Plaintiff Jamal Shabazz’s PAGA notice 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 Defendant 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?

Defendant's records reflect that you have "Class Weeks" Pay Periods worked during the Class Period (November 14, 2018 through February 15, 2024).

Based on this information, your estimated Individual Settlement Payment is "Est. Class Payment". The actual amount you receive may be or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit.

Defendant's records reflect that you have "PAGA Pay Periods" Pay Periods worked during the PAGA Period (September 16, 2021, through February 15, 2024).

Based on this information, your estimated Aggrieved Employee Payment 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 30, 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 January 29, 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://apexclassaction.com/manncompany>. Please scan the QR code to directly take you to the settlement website.



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 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 November 30, 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 *Jamal Shabazz v. Mann & Company, Inc.*, currently pending in Superior Court of Butte, Case No. 22CV02669. 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 30, 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 ***Jamal Shabazz v. Mann & Company, Inc., Butte County Superior Court, Case No. 22CV02669***. 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 30, 2024. The address for the Settlement Administrator P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
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Fax: (619) 599-2891
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Class Counsel:

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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 9:00 AM on January 29, 2025, at the Butte County Superior Court, Department 1, located at 1775 Concord Ave, Chico, CA 95928, before Judge Tamara L. Mosbarger. 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 ***Jamal Shabazz v. Mann & Company, Inc., Butte County Superior Court, Case No. 22CV02669***, Settlement Administrator, P.O. Box 54668, Irvine, CA 92619, CA 92618 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 <https://apexclassaction.com/manncompany>. Please **scan the QR code** to directly take you to the settlement website. ↓



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 State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.