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Attorneys for Plaintiff KAREEM COLES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

KAREEM COLES, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

CAREFUSION RESOURCES, LLC, a
Delaware Limited Liability Company;
BECTON DICKINSON AND COMPANY, a
New Jersey Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 37-2022-00048696-CU-OE-CTL

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

Date: March 22, 2024
Time: 10:30 a.m.
Dept.: C-64
Judge: Hon. Loren Freestone

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

1 4. On November 9, 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 November 13, 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 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 1,661 individuals.

9 6. In preparation for the mailing process, all 1,661 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 November 27, 2023, The Notice Packet was sent to all 1,661 individuals listed in the Class
18 List 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 51 returned Notice Packets as
20 undeliverable. Among these, 3 Notice Packets were returned with a forwarding address, and we promptly
21 re-mailed it to the provided forwarding address. For the remaining 48 Notice Packets without a
22 forwarding address, Apex conducted a computerized skip trace in order to acquire updated addresses for
23 the purpose of re-mailing the Notice Packet. This skip trace effort resulted in obtaining 40 updated
24 addresses, to which we promptly re-mailed the Notice Packets via U.S First Class Mail.

25 9. As of the date of this declaration, there have been 43 Notice Packets re-mailed in total. Out of
26 these, 3 were re-sent due to a forwarding address provided by the USPS, while the remaining 40 were
27 re-mailed as a result of Apex's skip-tracing efforts.

1 10. As of the date of this declaration, 8 Notice Packets have been considered undeliverable as no
2 updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has received 5 requests for exclusion from Cornelia
4 Shadan, Catherine Thanh Thanh Tran, Donald R. Rossell, Jade Woodson Cress, and Daphne Joya De
5 Goutiere. The deadline for submitting a request for exclusion from the Settlement was January 11, 2024.

6 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
7 deadline for submitting a written objection to the Settlement was January 11, 2024.

8 13. As of the date of this declaration, Apex will report 1,656 Participating Class Members,
9 constituting 99.70% of the total 1,661 Settlement Class Members.

10 14. The total number of workweeks worked by Participating Class Members during the Class Period
11 is 173,825. The Net Settlement Amount available to Participating Class Members is estimated to be
12 \$1,165,500 and was calculated by subtracting the requested attorneys' fees (\$650,000.00), the amount
13 requested for litigation costs and expenses (\$25,000.00), the requested Service Award (\$7,500.00), the
14 requested Settlement Administration Costs (\$17,000.00), and the PAGA Payment (\$85,000.00) from the
15 Gross Settlement Amount (\$1,950,000.00).

16 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
17 to be approximately \$1,067.07, the *average* Individual Settlement Amount is currently estimated to be
18 approximately \$703.80, and the *lowest* Individual Settlement Amount is currently estimated to be
19 approximately \$6.71. These amounts are subject to employee-side tax and withholdings.

20 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$21,250.00) will be allocated to
21 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
22 cannot opt out of the PAGA settlement. There are 1,477 Aggrieved Employees who worked a total of
23 60,075 pay periods during the PAGA Period.

24 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$19.45, the
25 *average* individual PAGA share is approximately \$14.39, and the *lowest* individual PAGA share is
26 approximately \$0.35.

27 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
28 and anticipated expenses, amount to \$17,000.00. Apex will proceed with additional tasks related to this

1 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
2 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
3 upon by the Parties or ordered by the Court for Apex to undertake.

4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct, and that this Declaration was executed this 28th day of February
6 2024, in Irvine, California.

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MADELY NAVA

Exhibit A

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

(Kareem Coles v. CareFusion Resources, LLC, et al, San Diego County Superior Court Case No. 37-2022-00048696-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_Est_PMT». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class and PAGA representative action settlement (the “Settlement”) of the above-referenced lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Kareem Coles (“Plaintiff”) and Defendants CareFusion Resources, LLC and Becton Dickinson and Company (together, “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Settlement Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who worked for CareFusion Resources, LLC (“CareFusion”) in California and/or all non-exempt employees employed by Becton, Dickinson and Company who worked for CareFusion in California, at any time during the period beginning October 2, 2020 through October 23, 2023 (“Class Period”).

This Settlement 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 16, 2022, Plaintiff filed a class action lawsuit against Defendants, alleging various wage-and-hour violations under California law. Plaintiff also filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) pursuant to the California Labor Code Private Attorneys General Act (“PAGA”) and served the same on Defendants.

On December 2, 2022, Plaintiff initiated the present action (“Action”) against Defendants under PAGA, alleging similar underlying wage-and-hour violations as the class action. The class and PAGA actions were ultimately consolidated in the present action. The operative complaint is the First Amended Complaint that alleges claims for: (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 Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802;

Apex ID: «Apex_ID»
«Tray_PC» «Postal_Sort»

(7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (8) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; and (9) Violations of the Private Attorneys General Act at Labor Code Sections 2698 Et Seq.

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

On June 15, 2023, the Parties participated in an all-day mediation with Louis Marlin, Esq., 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 October 20, 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 One Million, Nine Hundred Fifty Thousand Dollars and Zero Cents (\$1,950,000.00) (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.

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:

- i. Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$17,000.00, for expenses incurred in administering the Settlement, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- ii. 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 \$650,000.00) and actually incurred litigation expenses of not more than \$25,000 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.
- iii. Service Award. A Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) 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.
- iv. PAGA Payment. A payment of \$85,000.00 for PAGA penalties, \$63,750.00 of which will be paid to the LWDA and the remaining \$21,250.00 ("Individual PAGA Portion") will be distributed to Aggrieved Employees as described herein.
- 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 respective Workweeks for that Settlement Class Member by the total Workweeks for all Settlement Class Members, and multiplying that result by the Net Settlement Amount.
- 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 Individual PAGA Portion shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of this Settlement. An Aggrieved Employee's payment from the Individual PAGA Portion ("Aggrieved Employee Payment") will be calculated by dividing the individual's respective pay periods worked during the PAGA Period by the total pay periods for all Aggrieved Employees during the PAGA Period, and multiplying that result by the Individual PAGA Portion. "Aggrieved Employee" means all non-exempt employees who worked for CareFusion in California and/or all non-exempt employees employed by Becton, Dickinson and Company who worked for CareFusion in California, at any time during the period beginning September 16, 2021, through October 23, 2023 ("PAGA Period").

If the Court grants final approval of the Settlement, you will automatically be mailed a check for your Individual Settlement Payment and Aggrieved Employee Payment (if applicable) to the same address as this Settlement 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. Forty-five percent (45%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty-five percent (45%) 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 their Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the Aggrieved Employee Payment, 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. The Settlement Administrator may distribute the Individual Settlement Payment and Aggrieved Employee Payment to you in a single check that combines both payments.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments 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 confer or 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 funding of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release the Released Parties from all Released Class Claims for the Class Period. Released Class Claims means all the claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Upon funding of the Gross Settlement Amount by Defendants, Plaintiff, all Aggrieved Employees, the LWDA, and the State of California shall release the Released Parties from all Released PAGA Claims for the PAGA Period, 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 claims for PAGA penalties asserted or that could have been alleged arising out of the facts alleged in the operative complaints and any amendments thereto and Plaintiff's letter to the LWDA which occurred during 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 «Workweeks» Workweeks worked during the Class Period October 2, 2020 through October 23, 2023.

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

Defendants' records reflect that you have «Pay_Periods» pay periods worked during the PAGA Period (September 16, 2021 through October 23, 2023).

Based on this information, your estimated Aggrieved Employee 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 January 11, 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 Settlement 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 March 22, 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 www.apexclassaction.com/carefusionresources.

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 your Aggrieved Employee Payment (if you qualify).

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 January 11, 2024. The address for the Settlement Administrator is Apex Class Action, LLC, 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 *Kareem Coles v. CareFusion Resources, LLC, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00048696-CU-OE-CTL. The request for exclusion must contain your name, current address, telephone number, 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 January 11, 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?

If you have not opted out and believe the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections may be in writing and state your name, current address, telephone number, signature, and last four digits of your Social Security Number for verification purposes 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 ***Kareem Coles v. CareFusion Resources, LLC, et al., San Diego County Superior Court, Case No. 37-2022-00048696-CU-OE-CTL***. Regardless of whether you submit a written objection, you may also appear at the final approval hearing (described in Section 9 below) and object.

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 January 11, 2024.

The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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Class Counsel:

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marlene.moffitt@ogletreedeakins.com

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

The Court will hold a Final Approval Hearing at 10:30 AM on March 22, 2024, at the San Diego County Superior Court, Department C-64, located at 330 West Broadway, San Diego, CA 92101 before Judge Loren Freestone. 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 ***Kareem Coles v. CareFusion Resources, LLC, et al., San Diego County Superior Court, Case No. 37-2022-00048696-CU-OE-CTL***, Settlement Administrator, 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 visiting the Settlement Administrator's website at www.apexclassaction.com/carefusionresources.

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.