

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

**Jorge Diaz and Jose Fidel Celio v. Greenview Farming, Inc and Illume Agriculture, LLC
Case No. BCV-21-101000**

TO: *All individuals who are or were employed by Greenview Farming, Inc. (“Greenview”) as a non-exempt employee or in a similar position at Illume Agriculture, LLC (“Illume”) in the State of California at any time during the period from May 3, 2017 through the date of preliminary approval, and worked at least one shift in California for or on behalf of Greenview at Illume from May 3, 2017 through the date of preliminary approval (“Class Members”).*

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

A proposed settlement (“Settlement”) of the above-captioned putative class action (“Action”) filed in the Kern County Superior Court (“the Court”) has been reached by the parties and has been granted preliminary approval by the Court supervising the Action. The Settlement has been reached on behalf of a proposed Class, defined as: All individuals who are or were employed by Greenview Farming, Inc. as a non-exempt employee or in a similar position at Illume Agriculture, LLC in the State of California at any time during the period from May 3, 2017 through the date of preliminary approval (“Class Period”), and worked at least one shift in California for or on behalf of Greenview at Illume during the Class Period.

You have received this notice packet because Greenview’s records indicate that you worked at least one shift in California for or on behalf of Greenview as a non-exempt employee or in a similar position at Illume during the Class Period. The purpose of this notice is to explain the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If finally approved, the proposed Settlement will resolve the Action filed against Greenview and Illume (collectively, “Defendants”), alleging claims for allegedly: (1) failing to pay minimum wages and pay for all wages earned; (2) failing to pay overtime; (3) failing to provide off-duty meal periods to and/or pay meal period premiums; (4) failing to provide off-duty rest periods to and/or pay rest period premiums (5) failing to provide complete/accurate wage statements; (6) failing to pay all wages due upon termination; (7) failing to provide timely wages; (8) failing to pay for sick days (9) failing to pay all wages earned upon separation; (10) failing to keep all records; (11) failing to maintain accurate payroll records; (12) failing to reimburse business expenses; (13) failing to pay equal pay for substantially equal or similar work; (14) unfair business practices and unfair competition; (15) civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (as amended), California Labor Code §§ 2698 *et seq.* (“PAGA”) and (16) derivative penalties including those pursuant to PAGA.

Greenview and Illume deny all the allegations made in the Action, and they contend that they have complied at all times with California law and federal law. The Settlement is not an admission of any wrongdoing by Greenview and/or Illume nor an indication that any law was violated. No court has ruled on the merits of the claims asserted in the Action. This means that there has been no finding by a court that Greenview Farming, Inc. and Illume Agriculture, LLC engaged in any wrongdoing, or that employees were not paid fully and lawfully.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this Notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you do nothing you will receive a share of the settlement amount, and you will release the claims described in Section V below.

I. INTRODUCTION

This “NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL” (“NOTICE”) is to inform you of the Settlement of this Action and your legal rights under the Class Action and PAGA Settlement (the “Settlement Agreement”).

The Court has granted preliminary approval of the Settlement and the Court ordered this Notice be sent to you because you may be a Settlement Class Member entitled to money under the Settlement and because the Settlement affects your legal rights.

II. DESCRIPTION OF THE LAWSUIT

A. Summary of Litigation

On May 17, 2021, a class action complaint was filed by Jorge Diaz and Jose Fidel Celio (collectively, “Plaintiffs”) against Defendants in the Kern County Superior Court, Case No. BCV-21-101000, on behalf of themselves and all others similarly situated. After an exchange of relevant information, the Parties agreed to participate in private mediation before a mediator to try to resolve the claims alleged in the Action. On November 15, 2022, the Parties attended a mediation session with an experienced employment law mediator, Kelly Knight, Esq. The Parties reached an agreement to resolve the wage and hour class and PAGA representative claims alleged in the Action that is memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Class Notice.

B. Position of the Parties

The Court has not ruled on the merits of Plaintiffs' claims. The Court has determined only that certification of the Settlement Class for settlement purposes is appropriate under California law. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this Action if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendants and Plaintiffs have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms memorialized in the Settlement Agreement on file with the Court, and whose terms are generally summarized in this Notice. After Defendants provided formal and informal discovery and information to counsel for the Class Members, the Settlement was reached after arms-length non-collusive negotiations between the parties, including mediation. In these negotiations, both sides recognized the uncertainty and risk of further litigation and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims alleged in the Action.

1. Defendants have denied and continue to deny each of the allegations in the Action and the operative Complaint, and any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action or the operative Complaint, and have asserted various defenses to these claims and allegations. Defendants contend that they have complied at all times with California law and federal law and with all of their legal obligations to the Class Members and all of the Class Members have been compensated in compliance with applicable law. Neither the Settlement nor any action taken to carry out the Settlement mean that Defendants admit any fault, wrongdoing, or liability whatsoever. To the contrary, Defendants deny all fault, wrongdoing, and liability. Although Defendants believe that they have meritorious defenses to the allegations and claims in the Action and the operative Complaint, Defendants have concluded that further litigation would be protracted and expensive for all parties, and would also divert resources and management and employee time. Defendants have agreed to settle this Action in the manner and upon the terms set forth in the Settlement Agreement to put to rest all claims that are or could have been asserted against them in the Action.
2. The Plaintiffs and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

C. Preliminary Approval of the Settlement

Under this Settlement, the following Settlement Class will be certified under California law:

All individuals who are or were employed by Greenview Farming, Inc. as a non-exempt employee or in a similar position at Illume Agriculture, LLC in California at any time during the period from May 3, 2017, through the date of preliminary approval and worked at least one shift in California for or on behalf of Greenview at Illume from May 3, 2017 through the date of preliminary approval ("Class Members").

Plaintiffs Jorge Diaz and Jose Fidel Celio and their counsel, Farrah Mirabel, Esq. of Law Offices of Farrah Mirabel, PC and Amir Seyedfarshi, Esq. of Employment Rights Law Group, APC, ("Class Counsel"), believe that the Settlement described below is fair, adequate, reasonable and in the best interests of Plaintiffs and the Class.

On March 2, 2023, the Court preliminarily approved the Settlement and conditionally certified the Settlement Class. This Notice is being sent to you because Greenview's records indicate that you were employed by Greenview as a non-exempt employee or in a similar position at Illume during the Class Period.

IF YOU ARE STILL EMPLOYED BY DEFENDANTS, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

Defendants will not take adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement.

III. TERMS OF THE SETTLEMENT

In exchange for the release of claims against them and final judgment on the Action, Defendants have agreed to pay an amount not to exceed \$365,000.00 (the "Gross Settlement Amount") to fully and finally resolve all the claims that were alleged or could have been alleged in Plaintiffs' Action and the operative Complaint, as further described below. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved Phoenix Class Action Solution Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to \$35,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs. Defendants will pay up to \$15,000.00 in addition of the Gross Settlement Amount for the cost of the notice by publication in the USA Today.

Attorneys' Fees and Expenses. Class Counsel – which includes attorneys from Law Offices of Farrah Mirabel, P.C., and Employment Rights Law Group, APC – who have been prosecuting Plaintiff's Action on behalf of Plaintiffs and the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, the parties have aggressively litigated many aspects of the Action including settlement efforts and a full day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will collectively ask for fees of 35% (i.e., \$127,750.00) of the Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in Plaintiffs' Action. Class Counsel also will ask for reimbursement for the actual costs Class Counsel incurred in connection with Plaintiffs' Action in an amount up to \$15,000.00, which will be paid from the Gross Settlement Amount.

Service Payment to Named Plaintiffs and Class Representatives. Class Counsel will ask the Court to award Named Plaintiffs and Class Representatives Jorge Diaz and Jose Fidel Celio an Incentive Award up to \$10,000.00 for each named Plaintiff, for a maximum aggregate total of \$20,000.00, which will be paid from the Gross Settlement Amount, for their efforts and risks provided on behalf of the Class Members. The Class Representative also may receive a share of the Settlement as a Class Member.

PAGA Payment. Class Counsel will ask the Court to approve a PAGA penalty allocation of \$18,250.00 from the Gross Settlement Amount, 75% of which shall be paid the State of California and 25% of which shall be distributed to certain individuals in the Class who worked for Defendants from April 1, 2020, through the Preliminary Approval Date ("PAGA Period"). These payments are being made pursuant to California's the Private Attorney Generals Act.

Net Settlement Amount. After deducting the amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount for distribution pro rata to the Class Members.

You can view the Settlement Agreement and other Court documents related to this Action by visiting <http://www.phoenixclassaction.com/diaz-v-greenview/>

IV. YOUR INDIVIDUAL SHARE OF THE SETTLEMENT AMOUNT

Each Class Participant (a Class Member who does not timely opt-out of the Settlement) shall be eligible to receive payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on the pro rata number of workweeks worked by the Class Members during the Class Period as a proportion of all workweeks by all Class Members. For purposes of this calculation, a workweek means a workweek during the Class Period where a Class Member worked for Greenview at Illume in California in a non-exempt job position. If any Class Member opts-out of the Settlement, his/her share will be distributed to Class Participants. The 25% of the PAGA Payment for Class Members who worked during the PAGA Period will be distributed to the Class Members pro rata based on pay periods worked during the PAGA Period. These amounts shall be in addition to the Individual Settlement Portions described above. Since PAGA penalties are claims owned by the State of California, there shall be no right to opt-out of the PAGA Payment portion of the Settlement.

Twenty Percent (20%) of each Individual Settlement Amount shall constitute wages subject to withholdings (and each Class Participant will be issued a Form W-2 for such payment to him or her); Eighty Percent (80%) of each Individual Settlement Amount shall constitute penalties, liquidated damages, and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). Class Participants are solely responsible for, and will hold the Released Parties (defined below) harmless from any claim arising from any and all tax liability accruing from the receipt of these settlement payments. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Greenview at Illume in California in a non-exempt job position during the Class Period will be calculated based on Greenview's records. If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before June 26, 2023, with documentation to establish the number of workweeks you claim to have actually worked during the Class Period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited, if any. The Settlement Administrator will make the final decision as to how many workweeks are credited, if any, and report the outcome to the Class Participant.

You can view the final approval order and final judgment and payment schedule at <http://www.phoenixclassaction.com/diaz-v-greenview/>

V. THE RELEASE OF CLAIMS

If the Court grants final approval of the Settlement, the Court will enter judgment and the Settlement Agreement will bind all members of the Settlement Class who have not timely opted out of the Settlement, and will bar all Class Members from bringing any of the Released Claims against Defendants or any of the Released Parties as described below.

Upon the date Defendants fund the Gross Settlement Amount, each Settlement Class Member who has not submitted a timely Opt-Out request, shall fully release and forever discharge the Released Parties from any and all Released Claims during the Class Period.

“Released Claims” shall mean any and all claims, debts, liabilities, demands, obligations, actions, causes of action, guarantees, liens, promises, penalties, costs, expenses, interest, restitution, attorneys’ fees and costs, losses, damages, liquidated damages, punitive damages, equitable relief, or complaints of whatever kind or nature, whether known or unknown, contingent or accrued, asserted or unasserted, patent or latent, against Defendants or the Released Parties (defined below) or any of them, under any state, municipal or federal law, statute, ordinance, regulation, order or common law principle or theory, arising out of or related to the claims, causes of action, and/or allegations set forth in the Action, the Complaint and/or Plaintiffs’ PAGA notice to the LWDA including, but not limited to: (1) for failure to provide rest breaks and/or pay rest break premiums in accordance with applicable law including, but not limited to, Labor Code Sections 226.7, 512 and/or 1198, and/or the Applicable Wage Orders; (2) for failure to provide meal periods and/or pay meal period premiums in accordance with applicable law including, but not limited to, Labor Code Sections 226.7, 512, and/or 1198 and/or the Applicable Wage Orders; (3) for failure to pay overtime wages in accordance with applicable law including, but not limited to, Labor Code Sections 510 and/or 1194 and/or the Applicable Wage Orders; (4) for failure to pay for sick leave in accordance with applicable law including, but not limited to, Labor Code Section 246; (5) for failure to pay minimum wages in accordance with applicable law including, but not limited to, Labor Code Sections 204, 1194, and/or 1197 and/or the Applicable Wage Orders; (6) for failure to pay all wages earned in accordance with applicable law including, but not limited to, Labor Code Sections 204, 1194, and/or 1197 and/or the Applicable Wage Orders; (7) for failure to maintain accurate employment records in accordance with applicable law including, but not limited to, Labor Code Sections 226, 1174, and/or 1198.5 and the Applicable Wage Orders; (8) for failure to provide accurate wage statements in accordance with applicable law including, but not limited to, Labor Code Section 226 and/or the Applicable Wage Orders; (9) for failure to pay wages upon separation in accordance with applicable law including, but not limited to, Labor Code Sections 201, 202, and/or 203; (10) for waiting time penalties; (11) for failure to reimburse business expenses in accordance with applicable law including, but not limited to, Labor Code Sections 2802 and/or 2804; (12) for failure to pay equal pay for substantially equal or similar work in accordance with the California Fair Pay Act, Labor Code Sections 1197.5 and 1199.5; (13) for unfair competition and/or deceptive, fraudulent, or otherwise unlawful business practices in violation of California’s Unfair Competition Law, Business and Professions Code Sections 17200, *et seq.*; (14) penalties pursuant to the PAGA; (15) all other statutory penalties, including those recoverable under the California Unfair Competition Act, and in particular, California Business and Professions Code Sections 17200, *et seq.*; the California Code of Civil Procedure Section 1021.5; and any other provision of the California Labor Code, including but not limited to Labor Code Sections 2698, *et seq.*, or any Applicable Wage Orders, in all their iterations; (16) all claims, causes of action, theories of liability and allegations that were alleged in the Action or that could have been alleged in this action based on the facts, legal theories, or causes of action alleged in the Action; and (17) any and all other claims rights, demands, liabilities, penalties, causes of action, or related claims for liquidated damages, fees, penalties, attorneys’ fees, costs, expenses, and/or interest based on the foregoing or with respect hereto or resulting from the foregoing. The Release Period shall be the Class Period.

“Released Parties” shall mean and refer to Greenview Farming, Inc. and Illume Agriculture, LLC and all of their respective former, present, and/or future, direct or indirect, employees, managers, supervisors, officers, directors, owners, members, agents, partners, managers, representatives, administrators, fiduciaries, trustees, insurers, attorneys, assigns, benefit plans, parent companies, subsidiaries, affiliates, shareholders, predecessors, and/or successors in interest, and related entities; and any individual or entity which could be jointly liable with any of the foregoing.

Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

VI. WHAT ARE YOUR OPTIONS?

A. Do Nothing and Receive Your Portion of the Settlement

You are automatically included as a Class Participant and will receive a Settlement payment and do not have to take any further action to receive your Settlement payment. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a Settlement payment. The estimated amount of your Settlement payment if you do nothing is included on the attached Share Form.

B. Opt-Out and Be Excluded from the Class and the Settlement Except for the PAGA Component of the Settlement

If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a timely and valid written request for exclusion in the form of a letter or postcard postmarked no later than June 26, 2023. If you exclude yourself from the Settlement, you will no longer be a Class Member and will not receive payment of any Individual Settlement Amount.

The request for exclusion must contain (1) your name, address, and telephone number; (2) your signature; (3) the case name and number (*Jorge Diaz and Jose Fidel Celio v. Greenview Farming, Inc and Illume Agriculture, LLC*, Case No. BCV-21-101000); and (4) the following language:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE JORGE DIAZ AND JOSE FIDEL CELIO V. GREENVIEW FARMING, INC. AND ILLUME AGRICULTURE, LLC LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

To be timely, the request for exclusion must be mailed directly to the Settlement Administrator at the following address, and be **postmarked no later than June 26, 2023**:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Requests for exclusion that are postmarked after the Response Deadline above will not be accepted.

Class Members who worked during the PAGA period do not have a right to opt-out, object or otherwise exclude themselves from the PAGA portion of the Settlement and will be covered by the release of claims for civil penalties under the PAGA summarized in section V, above.

A Class Member, other than a Class Member that worked during the PAGA Period, who submits a valid and timely opt-out request form, or request for exclusion from the Class Action Settlement shall, upon receipt, no longer be a Class Member, and shall be barred from participating in any portion of the Settlement. A Class Member who worked during the PAGA Period and who submits a valid and timely opt-out request form, or request for exclusion from the Class Action Settlement will still receive his or her pro-rata portion of the PAGA Payment. If you want confirmation of receipt of your Opt-Out or request for exclusion, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

C. Object to the Settlement

Class Members who have not requested to be excluded from the Settlement also have the right to object to the terms of the Settlement. The court will consider any and all objections lodged up to the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Settlement, you must submit a written objection to the Settlement Administrator, at P.O. Box 7208, Orange, CA 92863, and **be postmarked no later than June 26, 2023**, and must file with the Court, and serve on all parties a written statement of objection. Only Class Participants may object to the Settlement. The objection must include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved, including the legal and factual arguments supporting the objection. If you also wish to appear at the Final Approval and Fairness Hearing, in person or through an attorney, you need not file a notice of intention to appear at the same time as the objection is filed. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object.

D. Your Right to Appear at the Final Approval and Fairness Hearing Through an Attorney or In Person

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for August 16, 2023, at 8:30 a.m. in Department 17 of the Superior Court of California, County of Kern, Hall of Justice, located at 1415 Truxtun Avenue, Bakersfield, California 93301. You can find the Final Approval Hearing on the Court’s online calendar: <https://www.kern.courts.ca.gov>. You have the right to appear either in person or through your own attorney at this hearing at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before June 26, 2023. All objections or other correspondence must state the name and number of the case, which is JORGE DIAZ and JOSE FIDEL CELIO V. GREENVIEW FARMING, INC. and ILLUME AGRICULTURE, LLC, Case No. BCV-21-101000.

VII. UPDATE FOR YOUR CHANGE OF ADDRESS

If you move after receiving this Notice or if it was misaddressed, please complete the Change of Address portion of the attached Share Form and mail it to the Settlement Administrator, Phoenix Class Action Solution Inc. at P.O. Box 7208, Orange, CA 92863, as soon as possible. **THIS IS IMPORTANT SO THAT FUTURE NOTICES AND/OR THE SETTLEMENT PAYMENT REACH YOU.**

VIII. IF THE CLASS ACTION AND PAGA SETTLEMENT IS NOT APPROVED

If the Class Action and PAGA Settlement is not approved by the Court, or if any of its conditions are not satisfied, the conditional Settlement will be voided, no money will be paid, and the Action will return to litigation. If that happens, there is no assurance: (1) that the Class will be certified; (2) that any decision at trial would be in favor of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members as this Settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

IX. QUESTIONS OR COMMENTS?

This Notice of Proposed Class Action Settlement is a summary of the basic terms of the Settlement. For the precise terms and conditions, of the Settlement, you may review the detailed Settlement Agreement on file with the Clerk of the Court. The pleadings and other records in this Action may be examined by contacting the Office of the Clerk of the Superior Court of California, County of Kern to schedule an appointment during regular business hours of each court day. The Office of the Clerk is located at Department 17 of the Superior Court of California, County of Kern, located at 1415 Truxtun Avenue, Bakersfield, California 93301. The case file may also be viewed online at the court's website at <https://www.kern.courts.ca.gov>. In addition, the key Settlement documents may be viewed on the website established by the Settlement Administrator at <http://www.phoenixclassaction.com/diaz-v-greenview/>

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: (800) 523-5773 or by e-mail at notice@phoenixclassaction.com. You may also contact Class Counsel at the address or phone numbers listed below.

THE ATTORNEYS REPRESENTING THE CLASS MEMBERS ARE:

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