

#### COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

## In re Arbitration of Leticia Pineda v. Sun Valley Packing, L.P. et al. The Arbitrator authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

<u>You may be eligible to receive money</u> from an employee class action and PAGA lawsuit ("Action") against Sun Valley Packing, L.P. and Valle Del Sol Jones, LLC (collectively referred to as "Sun Valley" or "Defendants") for alleged wage and hour violations. The Action was filed by a former Sun Valley employee, Leticia Pineda ("Plaintiff",) and seeks payment of (1) unpaid overtime wages, meal period premiums, inaccurate wage statement penalties, waiting time penalties on behalf of a class of current and former non-exempt employees of Defendants employed in California at any time from October 23, 2015 through January 29, 2023 ("Class Period") ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all current and former non-exempt, hourly paid employees of Defendants employed in California at any time from October 21, 2018 through January 29, 2023 ("PAGA Period") ("Aggrieved Employees"). Pursuant to the arbitration agreement entered into between Plaintiff and Defendants, the Parties submitted their Settlement Agreement to an Arbitrator for approval and notice to the Class.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, your **Individual Class Payment is estimated to be S<<Class Amt>>** (less withholding) and your Individual PAGA Payment is estimated to be **S<<PAGA Amt>>**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked <<Total Weeks>> workweeks** during the Class Period and **you worked <<PAGA Weeks>> workweeks** during the PAGA Period and that **you experienced <<Seasons>> seasonal layoffs**. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Arbitrator has already preliminarily approved the proposed Settlement and approved this Notice. The Arbitrator has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Arbitrator will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Arbitrator will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. If you do nothing, and the Arbitrator approves the Settlement, as a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Howmet.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment and will be subject to the Released PAGA Claims. If you are an Aggrieved Employee, you cannot opt-out of the PAGA portion of the proposed Settlement.

#### Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is August 28, 2023	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Howmet must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by August 28, 2023	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You Can Participate in the September 5, 2023 Final Approval Hearing	The Final Approval Hearing is scheduled to take place on September 5, 2023 at 300 North Willis Street, Visalia, CA 93291. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Arbitrator's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by August 28, 2023	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by August 28, 2023. <i>See</i> Section 4 of this Notice.

# 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Sun Valley employee. The Action accuses Sun Valley of violating California labor laws by failing to pay all overtime wages; failing to provide adequate meal periods and pay all premiums owed; failing to furnish accurate itemized wage statements; failing to pay all wages upon cessation of employment; and unfair competition. Based on the same claims, Plaintiff asserted a claim for civil penalties for the same labor code violations under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss Bollinger LLP ("Class Counsel.")

Defendants deny violating any laws or failing to pay any wages as alleged in the Action and contends it complied with all applicable laws.

# 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Arbitrator to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Arbitrator's Final Approval and confirmation by the Court. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel agree that: (1) Sun Valley has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Arbitrator preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. <u>Sun Valley Will Pay Two Million Five Hundred Thousand Dollars (\$2,500,000) as the Gross Settlement Amount</u> ("Gross Settlement"). Sun Valley has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administrator Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than thirty (30) calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court confirms the Arbitrator's Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. <u>Court Approved Deductions from Gross Settlement</u>. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$<u>1,000,000.00</u> (<u>40</u>% of the Gross Settlement) to Class Counsel for attorneys' fees (subject to increase if the Gross Settlement increases) and up to \$<u>25,000</u> for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$37,500 to the Administrator for services administering the Settlement.
- D. Approximately **\$50,000** for PAGA Penalties for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. <u>Net Settlement Distributed to Class Members</u>. After making the above deductions in amounts approved by the Arbitrator, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. <u>Taxes Owed on Payments to Class Members</u>. Plaintiff and Howmet are asking the Court to approve an allocation of **10%** of each Individual Class Payment to taxable wages ("Wage Portion") and **90%** to non-economic damages and interest ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations and think they are fair, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. <u>Need to Promptly Cash Payment Checks</u>. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to Central California Food Bank.

6. <u>Requests for Exclusion from the Class Settlement (Opt-Outs)</u>. You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than August 28, 2023, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the August 28, 2023 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Sun Valley. You cannot opt-out of the PAGA portion of the Settlement or the Released PAGA Claims. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Howmet based on the PAGA Period facts alleged in the Action (the "Released PAGA Claims").

#### CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

7. <u>The Proposed Settlement Will be Void if the Court Denies Final Approval</u>. It is possible the Arbitrator will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Arbitrator will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Sun Valley will not pay any money and Class Members will not release any claims against Sun Valley.

8. <u>Administrator</u>. The Court has appointed a neutral company, <u>Phoenix Settlement Administrators</u> (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. <u>Participating Class Members' Release</u>. After the Judgment is final and Howmet has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All claims under state, federal and local law that were set forth, or reasonably could have been set forth based on the facts alleged in the Operative Complaint as to the Class Members only with regard to those claims for or related to alleged (1) failure to pay proper overtime wages in violation of Labor Code sections 510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (3) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (4) failure to provide complete and accurate wage statements in violation of Labor Code section 226; (5) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (6) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (7) all claims for penalties, interest, fees, costs based on the foregoing (the "Released Claims.") The released parties shall include Sun Valley Packing, LP, Valle Del Sol Jones, LLC, their officers, shareholders, directors, agents, employees, attorneys, and insurers ("the Released Parties").

Aggrieved Employees will be bound by the following release:

Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release, discharge, and are forever barred from pursuing against Defendants and the Released Parties any and all claims for civil penalties under PAGA (the California Labor Code Private Attorneys General Act (Cal. Labor Code § 2698 et seq.)) for any and all claims set forth, or reasonably could have been set forth based on the facts alleged in the Operative Complaint or PAGA Notice, including: (1) unpaid overtime wages in violation of Labor Code sections 510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (3) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203 ("Released PAGA Claims").

# 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. <u>Individual Class Payments</u>. The Administrator will calculate Individual Class Payments from the Class Distribution Fund calculated according to the following formula: The Administrator shall add together all Workweeks worked by Class Members during the Class Period (excluding those worked by Non-Participating Class Members) to determine the "Participating Class's Total Weeks." For each Workweek worked by a Participating Class Member during the Class Period, the Participating Class Member will receive one (1) "Net Settlement Share". Each Participating Class Member who received a bonus will receive an additional five (5) "Net Settlement Shares" to reflect their potential claims arising from failure to factor bonuses into the regular rate of pay for overtime. For every Workweek worked by a Participating Class Member during the period of October 23, 2018 through January 29, 2023, the Participating Class Member will receive an additional (1) "Net Settlement Share" to reflect their potential claims for inaccurate wage statement penalties. For every season a Participating Class Member worked between October 23, 2016 through January 29, 2023, the Participating Class Member will receive an additional five (5) "Net Settlement for waiting time penalties. For every season a Participating Class Member worked between October 23, 2016 through January 29, 2023, the Participating Class Member will receive an additional five (5) "Net Settlement Shares" to reflect their potential claim for waiting time penalties due to seasonal layoffs. The Administrator shall then divide each Participating Class Member's total Net Settlement Shares by the Participating Class Member shall be entitled to receive a Settlement Award equal to his or her Percentage Share of the Class Distribution Fund.

2. <u>Individual PAGA Payments</u>. The Administrator will calculate Individual PAGA Payments by (a) dividing approximately \$12,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. <u>Workweek/Pay Period Challenges</u>. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until August 28, 2023 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### 5. HOW WILL I GET PAID?

1. <u>Participating Class Members</u>. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. The Released Claims will apply to you whether you cash or don't cash the Individual Class Payment and/or Individual PAGA Payment check(s).

2. <u>Non-Participating Class Members</u>. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). The PAGA Settlement will apply to you whether you cash or do not cash the Individual PAGA Payment check.

# Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

#### 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as <u>Leticia Pineda v. Sun Valley Packing, L.P.</u>, <u>et al.</u>, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by August 28, 2023, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Arbitrator to approve. At least <u>sixteen (16)</u> court days before the September 5, 2023 Final Approval Hearing, Class Counsel and/or Plaintiff will file with the Arbitrator (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. You can view these documents on the Administrator's Website <u>https://www.phoenixclassaction.com/sun-valley-packing/</u>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is August 28, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Leticia Pineda v. Sun Valley Packing, L.P., et al.*, and include your name, current address, telephone number, and approximate dates of employment for and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object by attending the Final Approval Hearing. You (or an attorney of your choice) should be ready to tell the Arbitrator what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

#### 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but you don't have to, attend the Final Approval Hearing on September 5, 2023 at 1:30 p.m., located at 300 North Willis Street, Visalia, CA 93291. At the Hearing, the Arbitrator will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Arbitrator will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via https://us02web.zoom.us/j/88254861641?pwd=eWxVMEN4QWVkd1Q3c2EzVUpFaElhQT09, Meeting ID: 882 5486 1641, Passcode: 404546.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <u>https://www.phoenixclassaction.com/sun-valley-packing/</u> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <u>https://www.phoenixclassaction.com/sun-valley-packing/</u>. You can also telephone the Administrator using the contact information listed below.

# DO NOT TELEPHONE THE ARBITRATOR OR SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, Jorge A. Flores Name of Attorney: Jeremy F. Bollinger Email Address: jeremy@mossbollinger.com Name of Firm: Moss Bollinger LLP Mailing Address: 15300 Ventura Blvd., Ste. 207, Sherman Oaks, California 91403 Telephone: (310) 982-2984

Settlement Administrator: Name of Company: Phoenix Settlement Administrators Address: P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773 Facsimile: (949) 209-2503

#### 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

#### 11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.