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Attorneys for Plaintiff, JOSEPH KIM and JESUS OLIVEROS ORTIZ
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

JOSEPH KIM, an individual, and JESUS
OLIVEROS ORTIZ, an individual, on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

INCOTEC INTEGRATED COATING AND
SEED TECHNOLOGY, INC., a California
Corporation, CRODA, INC., a New Jersey
Corporation, and DOES 1 through 20, inclusive,

Defendants.

Case No.: 21CV001342

Assigned to the Hon. Carrie M. Panetta, Dept. 14

**SUPPLEMENTAL DECLARATION OF
JONATHAN LACOUR, ESQ. IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 **DECLARATION OF JONATHAN LACOUR, ESQ.**

2 I, Jonathan P. LaCour, Esq., declare:

3 I am an attorney duly licensed to practice before all courts of the State of California and I am the
4 Managing Attorney at Employees First Labor Law, P.C., attorney of record for Plaintiffs Joseph Kim and
5 Jesus Oliveros Ortiz (“Plaintiff”) in the above-entitled case. The facts set forth in this declaration are
6 within my personal knowledge and, if called as a witness, I could and would competently testify as
7 follows.

8 1. My office worked with defense counsel to draft a proposed Class Notice. Attached hereto
9 as Exhibit “A” is a true and correct copy of the parties’ Proposed Class Notice which the Settlement
10 Administrator will mail to Class Members’ last known addresses.

11 2. The sum of any settlement checks returned as undeliverable or otherwise un-cashed within
12 90 days after being mailed will be distributed in accordance with the requirements of *Cal. Code Civ. Proc.*
13 § 384 and transmitted to a non-profit organization to projects that will either: benefit the class or similarly
14 situated persons, or promote the law consistent with the objectives and purposes of the underlying Class
15 Action. Plaintiffs propose to the Court that any unclaimed funds be transmitted to California Rural Legal
16 Assistance, Inc. (“CRLA”) as a *cy pres* beneficiary.

17 3. CRLA is a “nonprofit law firm founded in 1966 to provide free civil legal services to low-
18 income residents of California’s rural counties.”¹ CRLA is recommended by the Monterey County Bar
19 Association as a worthy organization for *pro bono* work. It is described as serving “a wide array of low-
20 income individuals residing in over 22 California counties with free services related to employment,
21 housing, education, public benefits, and domestic violence, among other problems, plus specialized
22 programs that focus on services for farmworker populations. CRLA clients also include individuals with
23 disabilities, immigrant populations, school children, lesbian/gay/bisexual and transgender populations,
24 seniors, and individuals with limited English proficiency.”²

25 4. Thus, from a policy perspective, the Class here is better served having unclaimed funds
26 distributed to the CLRA, which according to Plaintiffs is consistent with the causes of action they have
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28 ¹ <https://crla.org/about-crla>

² <https://www.montereycountybar.org/page/ProBono>

1 raised. CLAR's work on behalf of the Class's interests would serve the class as a whole, including those
2 who did not claim the funds.

3 5. Neither Plaintiffs, nor myself or any other member of my firm have any interest, financial
4 or otherwise, in the proposed *cy pres* recipient.

5 6. If the court does not approve the *cy pres* designee, Plaintiffs proposes that the parties shall
6 select a new *cy pres* designee, with approval by the Court.

7 7. During my investigation of this case, I obtained schedules showing wage and hour
8 violations, reviewed paystubs, and personally spoke with a number of current and former employees of
9 Defendant that were subjected to the violations alleged in this matter. I was able to determine how
10 pervasive and widespread the violations were (or were not) and which positions were subjected to the
11 violations more frequently than others. These individuals included but were not limited to: (1)
12 Jesus Oliveros Ortiz, (2) Joseph Kim, (3) Ninfa Gonzales, (4) Jon Hall, (5) Mario Haro, (6) Daniel Herrera,
13 (7) Fernando Herrera, (8) Santos Jimenez, (9) Fernando Negron, and (10) Ismael Perez. Each person was
14 provided a telephonic survey of their experience that lasted no less than 20 minutes. During each of these
15 telephone calls notes were taken to determine their level of individual damages and their assessment of
16 the group damages as a whole. This was then applied to our demand.

17 8. For example, individuals like John Hall attested that he did not have many meal break or
18 rest period violations occur to him during the time of his work and that his primary concern was being
19 contacted before or after work without compensation. Likewise there were other individuals like Joseph
20 Kim who expressed little issues with meal breaks or rest period violations and who appeared to be
21 correctly classified as an exempt employee upon greater inspection of his job duties demonstrating
22 autonomy and independent judgment. There were also non-exempt individuals, besides those previously
23 named, *inter alia*, who were contacted by telephone and that indicated they had no wage and hour
24 violations occur to them whatsoever during their employment with the Defendant and who did not want
25 to be included in the lawsuit or settlement at all. For each of the identified individuals above several other
26 prospective Class Members indicated they did not want to proceed or participate for those reasons. This
27 informed our analysis and ultimate decision to settle the Class claims.

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9. Furthermore, during the pendency of my work up of the file, and within my preparation for mediation, I performed calculations demonstrating what an acceptable value of the settlement could be for resolution. As demonstrated below, with 8268 work weeks of violations over 4 years, with 52 weeks per year, the average number of individuals working in California during the Relevant Time Period is 39.5. This reflected the Plaintiffs' experience as they recalled approximately 35 individuals on site during their employment with the Defendant. With a blended rate of \$18.50 per hour, which is a rate of pay common to typical worker with the Defendant, we came to the following calculations:

Individuals	35-40 (35)	
Blended Hourly Rate	\$18.50	Assumptions
Meal Breaks	\$269,360.00	(2X per week, for four years)
Rest Periods	\$269,360.00	(2X per week, for four years)
Overtime	\$50,505.00	(0.25 hours per week, for four years)
Paystubs	\$200,000.00	(Assuming \$4000 violations for 50)
Total	\$789,225.00	

Likely Exposure	
Individuals	35-40 (35)
Blended Hourly Rate	\$18.50
Meal Breaks	\$26,936.00
Rest Periods	\$26,936.00
Overtime	\$5,050.50
Paystubs	\$100,000.00
Total	\$158,922.50

10. Plaintiffs ultimately recovered approximately 20% of the damages initially sought with the settlement of \$150,000 and almost 100% of the adjusted amount of violations with likely exposure when the knowledge my investigation unveiled was applied. This also represents almost \$19.00 per work week, which is an amount in my experience that is well within the realm of reasonableness for a settlement such as this.

1 I declare under penalty of perjury pursuant to the laws of the state of California that the
2 foregoing is true and correct. Executed this 17th day of May, 2024 in Pasadena, California.

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Jonathan P. LaCour, Esq.
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EXHIBIT A

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

Joseph Kim and Jose Oliveros Ortiz v. Incotec Integrated Coating and Seed Technology, Inc. and
Croda Inc.

Monterey County Superior Court Case No.: 21CV001342

***The Monterey Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Incotec Integrated Coating and Seed Technology, Inc. and Croda Inc. (“DEFENDANTS”) for alleged wage and hour violations. The Action was filed by a former employees of Defendants, Joseph Kim and Jesus Oliveros Ortiz (“PLAINTIFFS”) and seeks payment of back wages and other relief for a class of non-exempt employees who worked for DEFENDANTS within the State of California at any time during the Class Period of August 28, 2019 through September 1, 2024 (“Class Members”).

The proposed Settlement is a Class Settlement requiring DEFENDANTS to fund Individual Class Payments.

Based on DEFENDANTS’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on DEFENDANTS’ records showing that **you worked [REDACTED] workweeks** during the Class Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court 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 Court 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 Court will also decide whether to enter a judgment that requires DEFENDANTS to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against DEFENDANTS.

If you worked for DEFENDANTS during the Class 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. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against DEFENDANTS.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by completing and submitting the attached Request for Exclusion form. 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.

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. 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. The Opt-out Deadline is [REDACTED].	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 completed Request for Exclusion form. 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. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [REDACTED].	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 the amount 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. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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, or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED].	The amount of your Individual Class Payment depends on how many workweeks you worked during the Class Period. The number of Class Period Workweeks you worked according to DEFENDANTS' records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

PLAINTIFFS are former employees of DEFENDANTS. The Action accuses DEFENDANTS of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements, and failure to maintain accurate payroll records. PLAINTIFFS are represented by attorneys in the Action: Employees First Labor Law P.C. (“Class Counsel”). DEFENDANTS deny violating any laws or failing to pay any wages and contends it complied with all applicable laws. DEFENDANTS are represented by attorneys in the Action: Buchanan Ingersoll & Rooney LLP (“Defense Counsel.”).

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

So far, the Court has made no determination whether DEFENDANTS or PLAINTIFFS are correct on the merits. In the meantime, PLAINTIFFS and DEFENDANTS participated in a conference with an experienced, neutral judge in an effort to resolve the Action by negotiating an end to 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 Court to enter a judgment ending the Action and enforcing the Agreement, PLAINTIFFS and DEFENDANTS have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, DEFENDANTS do not admit any violations and do not concede the merit of any claims.

PLAINTIFF and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) DEFENDANTS have 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. The Court 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) DEFENDANT Will Pay \$150,000.00 as the Gross Settlement Amount (“Gross Settlement”). DEFENDANTS have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. Assuming the Court grants Final Approval, the Administrator will use the Gross Settlement to pay the Individual Class Payments after deducting amounts to be paid for Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and civil penalties under the Private Attorneys General Act.
- (2) Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, PLAINTIFFS 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 **\$52,500 (35%** of the Gross Settlement) to Class Counsel for attorneys’ fees and **\$5,936.96** for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b) Up to **\$10,000.00** to the Administrator for services administering the Settlement.

- c) \$25,000.00 as civil penalties under the Private Attorneys General Act. Of that amount, \$18,750 (75%) shall be paid to the Labor & Workforce Development Agency and \$6,250.00 (25%) will form the Individual PAGA Payments to Aggrieved Employees.

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

- (3) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, 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) Taxes Owed on Payments to Class Members. PLAINTIFFS and DEFENDANTS are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“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 Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although PLAINTIFFS and DEFENDANTS have agreed to these allocations, 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, if applicable) 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) Need to Promptly Cash Payment Checks. You will have 180 days after mailing to cash your settlement check. If you don’t cash it within 180 days, your check will be automatically voided, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- (6) Requests for Exclusion from the Class Settlement (Opt-Outs). 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 _____, that you wish to opt-out. The easiest way to notify the Administrator is to complete and submit the attached Request for Exclusion form by the _____ Response Deadline. The Request for Exclusion form must be completely filled out and signed by you.
- (7) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. PLAINTIFFS and DEFENDANTS have agreed that, in either case, the Settlement will be void: DEFENDANTS will not pay any money and Class Members will not release any claims against DEFENDANTS.

- (8) Administrator. The Court has appointed a neutral company, CPT Group (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) Participating Class Members’ Release. After the Judgment is final and DEFENDANTS have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the “Released Class 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 or their related entities based on the Class claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following “Released Class Claims”:

Plaintiffs and Participating Class Members who do not opt out of the Settlement, release the “Class Released Claims,” which means any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Class Action, or reasonably could have been alleged in the Class Action based on the facts alleged in the Class Action including claims for failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours worked, pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, in violation of Labor Code §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, or Business and Professions Code § 17200, et seq., which are premised on the same allegations. Plaintiffs and Aggrieved Employees release the “PAGA Released Claims,” which means any and all claims for PAGA penalties , known or unknown, that are alleged in the PAGA Action, or reasonably could have been alleged in the PAGA Action based on the facts alleged in the PAGA Action and described in the PAGA Notices pursuant to the Private Attorneys General Act (“PAGA”), Labor Code §§ 2698-2699.5, which accrued during the PAGA Period, including violations premised on violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

The “Released Parties” means: DEFENDANTS, and each of their former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- (1) Individual Class Payments. The “Net Settlement Amount” is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorney’s fees and expenses, civil penalties, and the Administrator’s Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- (2) Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period as recorded in DEFENDANTS’ records are stated in the first page of this Notice. You have **until _____ to** challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. 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 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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send Individual Class Payments to Participating Class Member (i.e., every Class Member who doesn’t opt-out or who has otherwise been excluded per the terms of the Agreement) by U.S. mail, in one 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?

Sign and submit the attached Request for Exclusion form. This form must include your full name, present address, and telephone number. 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 _____, 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 PLAINTIFFS and DEFENDANTS are asking the Court to approve. At least **16 court days** before the **_____ Final Approval Hearing**, Class Counsel and/or

PLAINTIFF will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amount Class Counsel is requesting for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the **Administrator's Website: _____ (url)**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Class Counsel's request for fees and litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. **The deadline for sending written objections to the Administrator is _____**. 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 *Kim and Ortiz, et al. v. Incotec Integrated Coating and Seed Technology, Inc., et al.* and include your name, current address, telephone number, and approximate dates of employment for DEFENDANTS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court 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 don't have to, attend the Final Approval Hearing on _____ at _____ in Department 14 of the Monterey County Superior Court, located at 1200 Aguajito Road, in Monterey, California 93940. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel and the Administrator. The Court 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 Zoom (<https://www.monterey.courts.ca.gov/online-services/remote-appearance>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's **website _____ (url)** 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 PLAINTIFFS 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 **to _____ (specify entity) 's website at _____ (url)**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE DISTRICT COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:

CPT Group
50 Corporate Park
Irvine, CA 92606

Email Address

Telephone

Fax Number

Attorneys for the Plaintiffs and Settlement Class Members:

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, or if you believe your check to have been stolen, you must promptly notify the Administrator. The Administrator will replace it as long as you request a replacement before the original check became void. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.