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

McClenton v. AllianceOne Incorporated, et al – Case No. 37-2022-00017402-CU-OR-CTL

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

# ATTN: «EmployeeName»

You may be eligible to receive money from an employee class action lawsuit ("Action") against AllianceOne Incorporated (hereafter referred to as "Defendant") for alleged wage and hour violations. The Action was filed by a former employee – J'Necia McClenton ("Plaintiff") – and seeks payment of (1) back wages and other relief for a class of non-exempt employees ("Class Members") who worked for Defendants during the Class Period (November 8, 2017 through August 31, 2023) and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt who worked for Defendants during the PAGA Period (November 8, 2020 to August 31, 2023 ("Aggrieved Employees").

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

Based on Defendant's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be «estAmount» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA\_Amount». 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 didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked «Workweeks» workweek(s)** during the Class Period and that **you worked «PAGA\_PayPeriods» Pay Period(s)** during the PAGA Period. 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 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 which provides that Defendant makes payments under the Settlement, and which also provides that Class Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (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 Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

# Defendant 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	If you do nothing, you will be a Participating Class Member, eligible for an Individual
Anything to Participate in the	Class Payment and an Individual PAGA Payment (if any). In exchange, you will give
Settlement	up your right to assert the wage claims against Defendant that are covered by this
	Settlement (Released Claims).
You Can Opt-out of the Class	If you don't want to fully participate in the proposed Settlement, you can opt-out of
Settlement but not the PAGA	the Class Settlement by sending the Administrator a written Request for Exclusion.
Settlement	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
The Opt-out Deadline is	any portion of the proposed Settlement. See Section 6 of this Notice.
March 11, 2024	
	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must
	pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved
	Employees must give up their rights to pursue Released Claims (defined below).
<b>Participating Class Members</b>	All Class Members who do not opt-out ("Participating Class Members") can object to
Can Object to the Class	any aspect of the proposed Settlement. The Court's decision whether to finally approve
Settlement but not the PAGA	the Settlement will include a determination of how much will be paid to Class Counsel
Settlement	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
Written Objections Must be	Class Counsel and Plaintiff reduces the overall amount paid to Participating Class
Submitted by March 11, 2024	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.
	The Court's Final Approval Hearing is scheduled to take place on June 7, 2024. You
You Can Participate in the	don't have to attend but you do have the right to appear (or hire an attorney to appear
June 7, 2024 Final Approval	on your behalf at your own cost), in person, by telephone or by using the Court's virtual
Hearing	appearance platform. Participating Class Members can, but are not required to, verbally
Von Con Challange the	object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your	The amount of your Individual Class Payment and PAGA Payment (if any) depend on
	how many workweeks you worked during the Class Period and how many pay periods
Paychecks	you worked during the PAGA Period (if any). The number of workweeks you worked
Written Challenges Must be	during the Class Period and pay periods you worked during the PAGA Period (if any) according to Defendant's records is stated on the first page of this Notice. If you
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Submitted by March 11, 2024	disagree with either of these numbers, you must challenge it by <b>March 11, 2024</b> . See Section <b>4</b> of this Notice.
	Section 4 of this mode.

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by allegedly failing (1) to pay minimum wages; (2) to pay overtime wages; (3) to provide compliant meal periods or premium pay in lieu thereof; (4) to provide compliant rest breaks or premium pay in lieu thereof; (5) to reimburse business expenses; (6) to provide accurate itemized wage statements; (7) to pay timely wages during employment; and (8) to pay timely wages upon separation of employment. Based on the preceding claims, Plaintiff also asserted a claim for violation of Business and Professions Code §§ 17200, et seq. and for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698 et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Aegis Law Firm, PC ("Class Counsel").

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination as to whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and to 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, Plaintiff and Defendant 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, Defendant does not admit any violations or 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) Defendant 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. 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 \$750.000.00 as the Gross Settlement Amount (Gross Settlement). Defendant 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, Plaintiff's Enhancement Award, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 60 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if any Participating Class Member or the LWDA objects to the proposed Settlement or moves to intervene after Judgment to effectively object to the Settlement by seeking to vacate or modify the Judgment, 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 \$250,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 for Plaintiff as an Enhancement Award for filing the Action, working with Class Counsel and representing the Class. An Enhancement Award will be the only monies Plaintiff will receive other than her Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
  - D. Up to \$50,000.00 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 and Aggrieved Employees</u>. 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 and Aggrieved Employees based on their workweeks worked during the Class Period and PAGA Period (if any).
- 4. Taxes Owed on Payments to Class Members and Aggrieved Employees. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, penalties, and reimbursements ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Defendant 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) 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. 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 deposited with the Make-A-Wish Foundation of America in your name.
- 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 March 11, 2024, 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 March 11, 2024 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, a simple statement electing to be excluded from the Settlement and signed by the Class Member. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights, if any, to personally pursue wage and hour claims against Defendants if they so choose.

You cannot opt-out of the PAGA portion of the Settlement. 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 Defendants based on the PAGA Period facts alleged in the Action

- 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money, and Class Members will not release any claims against Defendant.
- 8. <u>Administrator</u>. The Court has appointed a neutral company, CPT Group Class Action Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also (i) decide Class Member Challenges over workweeks, (ii) mail and re-mail settlement checks and tax forms, and (iii) 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 Defendant 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 and timely excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for any of the claims alleged in the Action arising during the Class Period facts or for any PAGA penalties based on any of the claims alleged in the Action arising during the PAGA Period, as alleged in the Action and resolved by this Settlement.

Specifically, the Participating Class Members will be bound by the following release:

All claims as pled in the Complaint, and any further amended pleadings as necessary, including claims for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay Wages Timely During Employment; (8) Failure to Pay all Wages Timely Due Upon Separation of Employment; (9) Violation of Business and Professions Code and (10) Violation of California Labor Code section 2698, *et seq.* ("PAGA") based on the allegations in the operative Complaint, as well as any and all wage and hour claims that were asserted or could have been asserted based on the factual allegations contained in the Complaint, or any amended complaints. This also includes, but is not limited to, any and all claims alleged or that could have been alleged based on the facts of the Complaint or any amended complaint for unpaid wages, economic damages, non-economic damages, any other damages, civil or statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or penalties, including but not limited to claims

under Labor Code section 2698, *et seq.*, Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5 1182.12, 1194, 1194.2 1197, 1197.1, 1198, 2800, 2802, all applicable IWC Wage Orders, and Business and Professions Code section 17200 *et seq.* and any and all claims or potential claims for lost wages and/or benefits, consequential economic damages, other economic damages, punitive damages, emotional distress damages, reputation damages, any other damages, attorneys' fees and costs and interest. For Plaintiff and the members of the Settlement Class who do not opt out of the settlement, the Settlement Class Release shall include all released claims from November 8, 2017 through August 31, 2023 ("Settlement Class Release Period").

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

Specifically, all Aggrieved Employees will be bound by the following release:

All claims as pled in the Complaint, and any further amended pleadings as necessary, for violation of California Labor Code section 2698, et seq. ("PAGA") based on the allegations in the operative Complaint, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual allegations contained in the Complaint, or any amended complaints. This also includes, but is not limited to, any and all PAGA claims alleged or that could have been alleged based on the facts of Plaintiff's Complaint or any amended complaint, including but not limited to claims for civil penalties under Labor Code section 2698, et seq., Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5 1182.12, 1194, 1194.2 1197, 1197.1, 1198, 2800, 2802, and all applicable IWC Wage Orders. There shall be no right to opt-out of the Settlement for members of the PAGA Group and the Judgment on this Settlement will have res judicata effect as to the PAGA claim for all members of the PAGA Group. Moreover, this Agreement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against Defendant for Labor Code or Wage Order violations suffered by any of the PAGA Group members which are premised upon the facts and allegations in the Complaint, or any amended complaint, as well as any and all claims for civil penalties that were asserted or could have been asserted based on the factual allegations contained in the Complaint, or any amended complaint (i.e., the Judgment on this Settlement will have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA). For Plaintiff, the members of the PAGA Group, and the LWDA, the PAGA Release shall include all released claims from November 8, 2020 through August 31, 2023 ("PAGA Group Release Period").

## 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- 1. <u>Individual Class Payments</u>. The Administrator will calculate Individual Class Payments based on the number of workweeks worked during the Class Period. Specifically, an Individual Class Payment is calculated by dividing the Net Settlement Amount by the total workweeks worked by all Participating Class Members during the Class Period, and then (b) multiplying the result by the number of workweeks worked during the Class Period by each individual Participating Class Member.
- 2. <u>Individual PAGA Payments.</u> The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
- 3. Workweek/Pay Period Challenges. 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 Defendant's records, are stated in the first page of this Notice. You have until **March 11, 2024** to challenge the number of Workweeks and/or

PAGA 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 Defendant's calculation of workweeks based on Defendant's 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 Defendant's Counsel. The Administrator's decision is final, unless reviewed by a Court of competent jurisdiction. You can't appeal or otherwise challenge its decision once it is final.

## 5. HOW WILL I GET PAID?

<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).

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 *McClenton v. AllianceOne Incorporated*, *et al*, and include your identifying information (full name, address, telephone number, and approximate dates of employment). 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 March 11, 2024, 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 Defendant are asking the Court to approve. At least 16 days before the June 7, 2024, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (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 Plaintiff's Enhancement Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as an Enhancement Award. 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 <a href="www.cptgroupcaseinfo.com/allianceonesettlement">www.cptgroupcaseinfo.com/allianceonesettlement</a> or the Court's website (https://roa.sdcourt.ca.gov/roa/).

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 Plaintiff's Enhancement 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 March 11, 2024**. 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 as *McClenton v. AllianceOne Incorporated, et al.* and include your name, current address, telephone number, and approximate dates of employment with Defendant, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, or in addition to submitting a written objection, 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 **June 7, 2024, at 10:30 a.m.** in Department C68 of the San Diego Superior Court, located at 330 West Broadway, San Diego, CA 92101. 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, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) in person. 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 (<a href="https://roa.sdcourt.ca.gov/roa/">https://roa.sdcourt.ca.gov/roa/</a>) 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 Defendant 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 San Diego Superior Court's website at <a href="https://roa.sdcourt.ca.gov/roa/">https://roa.sdcourt.ca.gov/roa/</a>, following the prompts, and entering the Case Number for the Action, Case No. 37-2022-00017402-CU-OE-CTL. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<a href="https://www.sdcourt.ca.gov/">https://www.sdcourt.ca.gov/</a>).

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

Attorneys for the Plaintiff and the Attorneys for Defendant are: Settlement Administrator: Class are: Akerman LLP McCleton v. Allianceone Inc. Mishell Parreno Taylor c/o CPT Group, Inc. Aegis Law Firm, PC Samuel A. Wong Kevin Finley 50 Corporate Park, Kashif Haque mishell.taylor@akerman.com Irvine, CA 92606 Jessica L. Campbell kevin.finley@akerman.com Phone: 1-888-729-0865 Jamie M. Loos 601 West Fifth Street, Suite 300 Fax: 1-949-419-3446 iloos@aegislawfirm.com Los Angeles, CA 90071 Email: allianceonesettlement@cptgroup.com 9811 Irvine Center Dr., Ste. 100 Telephone: 213-688-9500 Irvine, CA 92618 Telephone: 949-379-6250 Facsimile: 949-379-6251

### 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.