

**Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.**  
**SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**  
**Case No. 37-2021-00013962-CU-OE-CTL**

**ATTN: <<EmployeeName>>**

This Notice, which has been approved by the California Superior Court for the County of San Diego (the “Court”), is to notify Class Members that a proposed settlement has been reached between the parties in the class action entitled *Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.* (the “Settlement”). Ameri-Force Craft Services, Inc. is referred herein as “Defendant.” This is not a solicitation from a lawyer. Your legal rights are affected whether you act or don’t act.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

|   |   |
|---|---|
| EXCLUDE YOURSELF BY JULY 24, 2023.                                  | If you exclude yourself, you won’t get a payment under the settlement other than your share, if any, of PAGA civil penalties as described below. This is the only option that allows you to ever be part of any other lawsuit against Defendant about the legal claims in this case.  |
| OBJECT IN WRITING BY JULY 24, 2023 AND GO TO FINAL APPROVAL HEARING | You can tell the Court why you don’t like the settlement. To do this, you must send a written objection to the Claim Administrator.   |
| SUBMIT BY JULY 24, 2023, DISPUTE REGARDING EMPLOYMENT RECORDS       | If you believe that the employment information is incorrect, you must submit any corrections <u>with</u> supporting documentation, if you have any, such as pay stubs or other documents showing different employment dates.  |
| DO NOTHING  | If the settlement is approved, you will be mailed a settlement check at the address in the Claim Administrator’s records.<br><br>To receive a check, you must ensure that your address is kept up to date. Your payment will be based on the dates of employment and your gross earnings reflected in this notice, which are based on Defendant’s records, unless you dispute that information and support your dispute with documentation. |

The Court has granted preliminary approval of the Settlement and it has conditionally certified a class for settlement purposes only.

**Important Dates:**

- If you wish to object to the Settlement, your objection must be postmarked, if mailed, or sent, if emailed or faxed, on or before July 24, 2023, or else your objections will be deemed waived.
- If you do not want to participate in the Settlement, you must submit a request for exclusion, postmarked, if mailed, or sent, if emailed or faxed, on or before July 24, 2023, or else you will be bound by the Settlement. If you submit a request for exclusion, you will **not** receive a share of the Settlement.
- If you want to submit a dispute to Defendant’s records, you must submit your dispute, postmarked, if mailed, or sent, if emailed or faxed, on or before July 24, 2023.

All disputes, objections, and requests to be excluded from the Settlement must be submitted to the Claims Administrator, CPT Group, Inc., at the address, email, or fax below, and postmarked, if mailed, or sent, if emailed or faxed, by the applicable deadline:

*Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Tel: 1-888-520-1526  
Fax: 1-949-419-3446  
Email: ameriforcesettlement@cptgroup.com

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**BASIC INFORMATION**

**1. What is this settlement about?**

On April 1, 2021, Plaintiff Shakespeare filed a Class Action Complaint in the Superior Court of the County of San Diego, California. On April 7, 2021, Plaintiff Shakespeare filed a First Amended Class Action Complaint. On August 23, 2021, Plaintiff Shakespeare filed a Second Amended Class Action Complaint adding Troy Brown as a Plaintiff. On April 25, 2022, Plaintiffs filed the operative Third Amended Complaint.

In the Third Amended Complaint, Plaintiffs allege that they and the Class Members and PAGA Members were not paid for time spent waiting for and going through an entrance and/or exit security process prior to, during, or after their shifts, donning or doffing personal protective equipment, having their temperatures checked, and/or traveling between security check points and the location where they worked, among other claims, allegations, and legal theories.

In the Third Amended Complaint, Plaintiffs asserted causes of action against Defendant for (1) failure to pay wages for hours worked; (2) wage statement and record-keeping violations; (3) violation of Business & Professions Code Section 17203; and (4) recovery of civil penalties pursuant to the PAGA. Plaintiffs sought damages and restitution on their own behalf and on behalf of Class Members and PAGA Members for lost wages, business expenses, interest, penalties, injunctive relief, attorney's fees and costs among other relief. Defendant denies all the allegations in Plaintiffs' Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint and PAGA letters described below and contends that the Court should not certify the class action proposed by Plaintiffs other than for the sole purpose of this Settlement.

On April 2, 2021, to satisfy the statutory exhaustion requirements of Labor Code § 2698 *et seq.*, the California Private Attorneys General Act of 2004 (the PAGA), Plaintiff Shakespeare submitted a letter to the Labor Workforce Development Agency setting forth allegations of Defendant's Labor Code violations. On June 16, 2021, Plaintiff Brown submitted a letter to the Labor Workforce Development Agency setting forth allegations of Defendant's Labor Code violations. Defendant denies all the allegations in the PAGA letters.

Defendant denies that it committed any of the violations alleged in the Lawsuit and deny that it has done anything wrong. Defendant further denies that a class can be properly certified for trial in this case. Nothing about the Settlement may be used against Defendant or anyone else employed by Defendant or acting on Defendant's behalf, as an admission or indication of any fault or liability.

The Court has made no ruling on the merits of the claims or defenses in the Lawsuit.

## **2. What is a class action?**

A class action is a lawsuit in which the claims and rights of many similarly situated people ("class members") are decided in a single court proceeding. One or more representative plaintiffs ("class representatives") file a lawsuit asserting claims on behalf of all the class members.

## **3. Why is there a settlement?**

The parties participated in extensive settlement discussions, including a full day of mediation before a neutral third-party mediator. Following the mediation, the parties reached the Settlement. The Settlement represents a compromise regarding disputed claims, considering the risks and uncertainties of continued litigation. Plaintiffs' counsel has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Settlement Class.

## **4. Why am I receiving this notice?**

You were sent this notice because the records of Defendant show that you are a member of the Class at issue in this Settlement. The Class includes all persons who are or have been employed by Ameri-Force Craft Services, Inc. in California as non-exempt employees at any time from April 1, 2017 through April 24, 2023.

Class Members who do not timely submit a valid request to exclude themselves from the Settlement, following the procedure described in Section 10 shall become members of the Settlement Class and shall be entitled to participate in the Settlement.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

### **5. What does the settlement provide?**

Under the Settlement, Defendant will pay \$650,000. These settlement funds will be used to pay (1) Service Payments to Plaintiffs to compensate them for their services to the Settlement Class; (2) Class Counsel's attorney's fees and costs to compensate them for their services to the Settlement Class; (3) the reasonable fees and expenses of the Claims Administrator; (4) money to all Class Members who do not opt-out of the settlement, pursuant to the plan of allocation; (5) payment to the Labor and Workforce Development Agency ("LWDA") in connection with the settlement of the Class Members' claims under PAGA, and (6) money to PAGA Members.

**HOW YOU GET A PAYMENT****6. How can I get a payment?**

You don't need to take any action to receive money from the Settlement. However, if you have recently moved or move in the future and Defendant does not have your most recent address, make sure to contact the Claims Administrator to provide your most recent address. This is important because the address on file will be used for the distribution of checks.

**7. How will my settlement payment be calculated?**

Under the Settlement, Defendant will pay up to \$650,000 (the "Maximum Gross Settlement Amount"). These settlement funds will be used to pay (a) the Class Representative Payments to Archie Shakespeare and Troy Brown in the amount of up to \$10,000 each; (b) Class Counsel's attorney's fees in an amount up to \$216,667 (approximately 33-1/3% of the Gross Settlement Amount) incurred or to be incurred in the Settlement of the Action, and any appeals; (c) costs and expenses associated with the Action in an amount of up to \$20,000 incurred or to be incurred in the Settlement of the Action, and any appeals; (d) the fees and expenses of the Claims Administrator, estimated at \$10,500; (e) The amount of FICA, FUTA, and all other state and federal payroll taxes on the Settlement Payments made to class members that Defendant is required to pay by law when paying wages to Class Members.; (f) a PAGA Payment of \$30,000, 75% of which will be remitted to the Labor Workforce Development Agency and 25% of which will remain available as part of the payment to PAGA Members; and (g) the remainder of approximately \$352,833 (which does not include the \$7,500 from the PAGA payment available to the Class Members as indicated above) is the Maximum Settlement Distribution Amount to all Class Members pursuant to the plan of allocation and will be used to pay the claims of Participating Class Members. Participating Class Members are those members of the Class who have not requested to be excluded as discussed in Section 10.

The Net Settlement Fund will be allocated and paid to Participating Class Members on a proportional basis based on the number of pay periods worked by each Participating Class Member as a nonexempt employee of Defendant in California during the Class Period.

Payments made to Participating Class Members shall be allocated between wages and non-wage income as follows: 20% wages and 80% non-wage income. From the portion which is allocated as wages shall be withheld the employee's share of payroll and income taxes and all other applicable deductions or withholding required by law. No withholdings shall be made from the 80% portion of the payments made to Participating Class Members that is allocated to interest, penalties, and other amounts.

The Parties have agreed to allocate \$30,000 for the resolution of all claims under the PAGA. 75% of the PAGA Payment (\$22,500) will be remitted to the California Labor and Workforce Development Agency. The remaining 25% (\$7,500) will be distributed to the PAGA Members on a proportional basis based on the number of pay periods worked by each PAGA Member during the PAGA Period, and all amounts shall be allocated as penalties and non-wage amounts. If you qualify as a PAGA Member you will receive this payment regardless of whether you exclude yourself from the Settlement following the procedures set forth in Section 10 below.

Defendant's records reflect that you received <<PAGA\_Payperiods>> pay periods during the PAGA Period and <<Payperiods>> pay periods during the Class Period. Based on this information, your share of the PAGA Payment is \$<<PAGA\_Amount>> and your share of the Class settlement is \$<<estAmount>>.

The information above is based on Defendant's official records. If you believe that any of this information is incorrect, you must submit any corrections with supporting documentation if you have any, such as wage statements, and they must be postmarked, if mailed, or sent, if emailed or faxed, on or before July 24, 2023. Challenges will be resolved by the Claims Administrator without a hearing. A correction postmarked or sent via fax or email later than this deadline will not be accepted absent good cause shown. These corrections must be mailed, faxed, or emailed to the Claims Administrator at:

*Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.*

c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Tel: 1-888-520-1526

Fax: 1-949-419-3446

Email: ameriforcesettlement@cptgroup.com

For tax purposes, the estimated Gross Individual Settlement Payments shall be allocated between wages and non-wage income as follows: 20% of such consideration shall be allocated to the payment of taxable wages and wage-related payments and 80% of such consideration shall be allocated to the payment of non-wage income consisting of interest, penalties, liquidated damages, and related aspects of the settlement. From the portion which is wages shall be withheld the employee's share of payroll and income taxes and all other applicable deductions or withholding required by law or expressly authorized by the Class Member, including payments of any garnishments and liens. The Claims Administrator will issue an IRS Form W-2 to Participating Class Members for the wage portion of the Gross Individual Settlement Payments. From the portion which is non-wage income all applicable deductions or withholding required by law or expressly authorized by the Class Member, including payments of any garnishments and liens will be withheld. The Claims Administrator will issue an IRS Form 1099-MISC to Participating Class Members for the non-wage portion of the Gross Individual Settlement Payments. Consult your tax advisor with any questions about the tax consequences of your Gross Individual Settlement Payment.

#### **8. When would I get my payment?**

The parties have presented the Settlement to the Court for its review. The Court has granted preliminary approval to the Settlement. As described in this Notice, the Court will hold a hearing on September 15, 2023 at 1:30 p.m. in Department C-69, at the Superior Court for the County of San Diego, located at 330 W Broadway, San Diego, California 92101 to determine (1) whether the proposed settlement should be approved as fair, reasonable and adequate to settlement Class Members; (2) whether the application for attorney's fees and costs should be approved; and (3) whether the application for the Class Representative service payment, payment to the Labor and Workforce Development Agency, and payment to the Class Administrator should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Final Approval Hearing.

Within 91 days after the Court's order granting final approval of the Settlement becomes final and non-appealable, the Claims Administrator will mail checks to all Participating Class Members. It is expected that checks will be mailed out sometime in December 2023, but that date is subject to change.

**Settlement Checks Not Cashed Within Six Months Will Be Forfeited.** If any Participating Class Member does not cash the check(s) for his or her share of the settlement within six (6) months after issuance, fifteen (15) calendar days after the check-cashing deadline the Claims Administrator shall void the check and the sum of any un-cashed/un-deposited checks shall be distributed to National CASA/GAL Association for Children, a nonprofit organization providing services for the benefit of children who have experienced abuse or neglect.

#### **9. What claims am I releasing if I remain in the Class?**

As of the date the Final Approval Order is entered by the Court, each Class Member who does not timely file a request for exclusion of the Settlement in accordance with Section 10 below, will release claims as follows:

“Settlement Class Members’ Released Claims” shall mean any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaint filed in this action, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages, unpaid overtime wages, meal/rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, declaratory relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*), claims for penalties of any nature whatsoever arising out of the Released Claims. This release shall apply to claims arising at any point during the Class Period. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers’ compensation, and claims outside of the Class Period.

**Notwithstanding anything otherwise provided in this Agreement, any releases contained in this Agreement do not include and specifically exclude the release of any claims of Shakespeare against NASSCO or any of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, units, successors, general and limited partners, joint venturers and affiliates, and each of their benefits plans, respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, trustees, agents, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives.**

Claims for workers' compensation, disability, unemployment, wrongful termination, claims outside the Covered Period, discrimination, pension plan, profit plan, 401k plan, other employee benefit plans and claims that cannot be released by law are not released.

Covered Period means the period from April 1, 2017 through April 24, 2023.

Unknown Claims as they relate to any Class Member who does not opt out of the Settlement include any claims about which the Class Member is not aware that were alleged or that could have been alleged based upon the allegations in the Action. If a Class Member later learns of such Unknown Claims, he or she will not be able to obtain any remedy. In this regard, Class Members who do not opt out of the Settlement waive the benefit of California Civil Code Section 1542 **as to any claims that were alleged or that could have been alleged based upon the allegations in the Action**, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **10. How do I exclude myself from the settlement?**

If you fall within the Class definition provided in Section 4 you are a Class Member, and will be bound by the Settlement's release of claims, unless you elect to be excluded. If you elect to be excluded, you will **not** receive any money from the Settlement, will not be bound by the Settlement, including its release of claims, and will be free to pursue your own claim against Defendant. To be excluded, you must **timely** submit a signed and dated request for exclusion. To be valid, the request for exclusion must be in writing, and must include your name, address, telephone number, and last four digits of your Social Security number. The written request for exclusion must also indicate your intent to be excluded from the Settlement in *Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.* Case No. 37-2021-00013962-CU-OE-CTL. All requests for exclusion must be sent via fax, email, U.S. Mail, or professional or personal delivery to the Claims Administrator at:

*Archie Shakespeare and Troy Brown v. Ameri-Force Craft Services, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Tel: 1 (888) 520-1526  
Fax: (949) 419-3446  
Email: ameriforcesettlement@cptgroup.com

All requests for exclusion must be postmarked, if mailed, or sent, if emailed or faxed, on or before July 24, 2023.

A Class Member who does not complete and submit a timely written exclusion in the manner and by the deadline specified above will automatically become a participating Class Member and, if the Court approves the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment. An eligible Class Member who timely submits a written exclusion will not participate or be bound by the Settlement or the Judgment, except if the Class Member is also a PAGA Member s/he will be bound by the PAGA Settlement and will receive a share of the PAGA Payment. Any member of the Settlement Class who does not request exclusion may, if they wish, enter an appearance through his or her own attorney.

You cannot exclude yourself by phone.

If you submit a valid written exclusion under this paragraph, you will not get any settlement payment other than your share, if any, of the PAGA Payment as described above, you cannot object to the settlement, and you cannot appear at the Final Approval Hearing to voice any objections to the Settlement. You will not be legally bound by anything that happens in this lawsuit other than the PAGA settlement. You may be able to sue Defendant or continue any suit you have pending against Defendant.

### **11. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Defendant for claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue those parts of any lawsuit you have pending that include the legal issues released by this settlement.

**12. If I exclude myself, can I get money from this settlement?**

If you exclude yourself, you will not receive any money from this settlement other than your share, if any, of the PAGA Payment as described above.

**13. Can Defendant retaliate against me as a result of what I do in response to this notice?**

No. If you are a current employee of Defendant, your decision as to whether or not to participate in this settlement will in no way affect your employment. It is unlawful for Defendant to take any adverse employment action against you as a result of your decision whether or not to participate in this settlement.

**THE LAWYERS REPRESENTING YOU****14. Do I have a lawyer in this case?**

The Court has approved the law firms of Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C. and Lonnie C. Blanchard, III of The Blanchard Law Group, APC as Class Counsel. Their contact information is:

PETER R. DION-KINDEM  
THE DION-KINDEM LAW FIRM  
PETER R. DION KINDEM, P.C.  
2945 Townsgate Road, Suite 200  
Westlake Village, CA 01361  
Telephone: 818.883.4900  
peter@dion-kindemlaw.com

LONNIE C. BLANCHARD, III  
THE BLANCHARD LAW GROUP, APC  
177 East Colorado Boulevard, Suite 200  
Pasadena, California 91105  
Telephone: 213.599.8255  
lonnieblanchard@gmail.com

**15. How will the lawyers be paid?**

Class Counsel will request that the Court approve a payment of up to \$216,667 of the Gross Settlement Amount in fees to compensate them for their time and effort in bringing this case, and that it award them up to \$20,000 to reimburse them for the out-of-pocket costs and expenses they have incurred during the litigation. These amounts will come out of the Gross Settlement Amount of \$650,000. Class Counsel believe the attorney's fees and costs requested are fair and reasonable and Defendant has agreed not to oppose the request. These fee and cost payments will be paid only if the Court approves them. The Class Counsel will also request that the Court to approve Class Representative Payments of up to Ten Thousand Dollars (\$10,00.00) for each of Plaintiffs Archie Shakespeare and Troy Brown. This amount is in recognition of the service performed by Plaintiffs in representing the Class and advancing the litigation. This payment will be paid in addition to Plaintiffs' Gross Individual Settlement Payment as a Class Member. The Class Representative Payments will be paid only if the Court approves them.

**OBJECTING TO THE SETTLEMENT****16. How do I tell the Court that I don't like the settlement?**

You may object to the Settlement by submitting a written objection. To be valid and effective, any objections must be postmarked, if mailed, or sent, if emailed or faxed, on or before July 24, 2023. The objection need not be in any specific form; a short and simple statement of your objection is sufficient. You may, but do not have to, be represented by your own attorney to object. If you comment through an attorney, you will be solely responsible for the attorney's fees and costs.

If you appear at the Final Approval Hearing to make a spoken objection without having submitted a written objection, you will be treated as having waived that objection.

Any Class Member who does not object before the final approval hearing will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.

**17. What is the difference between objecting and excluding myself?**

Objecting is simply telling the Court that you don't like something about the settlement. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself by submitting a timely written exclusion, you have no right to object because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

**18. When and where will the Court decide whether to approve the settlement?**

The Court will hold a final approval hearing on September 15, 2023 at 1:30 p.m. in **Department C-69 of the San Diego County Superior Court, 330 W Broadway, San Diego, California 92101** before the Honorable Katherine Bacal to determine whether the Settlement should be finally approved. The Court will also be asked to approve the Class Representative Payment and Class Counsels' request for the Attorney's Fees and Costs Payment. The hearing may be postponed without further notice to the Class. It is not necessary for you to appear, but you may appear at your own expense. If you wish to object to the Settlement in person, you must have given notice of your objections under the procedures set forth in Section 16. If you appear at the Final Approval Hearing to make a spoken objection without having submitted a written objection, you will be treated as having waived that objection.

**19. Do I have to come to the hearing?**

No. If you agree to the settlement or sent an objection, you don't have to come to Court to talk about it. If you are an objector, so long as you mailed your written objection on time as described above, the Court will consider it. However, you may attend and speak, or you may also retain your own lawyer to attend.

**20. May I speak at the hearing?**

You may appear at the Final Fairness Hearing set for September 15, 2023 at 1:30 p.m. in Department C-69 of the Superior Court for the County of San Diego, 330 W Broadway, San Diego, California 92101 and ask the Court for permission to speak at the hearing. If you appear at the Final Fairness Hearing to make a spoken objection without having submitted a written objection, you will be treated as having waived that objection. Again, you cannot speak at the hearing if you excluded yourself and are not a Class Member.

**21. No Cost to You**

The Settlement does not require you to pay money out of pocket. However, you are responsible for all taxes owed on your paid Gross Individual Settlement Payment.

**22. Tax Advice Caveat**

Any perceived tax advice in this Notice was not intended or written to be used, and it cannot be used by any recipient, for the purpose of avoiding any tax penalties that may be imposed. This Notice imposes no limitation on the disclosure of the tax treatment or tax structure of any transaction. Neither Plaintiffs' counsel nor Defendant's counsel can give you tax advice.

**23. This Notice Provides Only a Summary**

This Notice provides only a summary of the basic terms of the Settlement. For the precise terms of the Settlement, you are referred to the Joint Stipulation of Class Settlement and Class Settlement Agreement and Release ("Joint Stipulation"), which is on file with the Clerk of the Court. The pleadings and other records in this litigation, may also be examined in person at any time during regular business hours with the Clerk of Court **San Diego County Superior Court, 330 W Broadway, San Diego, California 92101**, or Online by going to <https://www.sdcourt.ca.gov>. You can also access the records at the Claim Administrators' website at [www.cptgroupcaseinfo.com/ameriforcesettlement](http://www.cptgroupcaseinfo.com/ameriforcesettlement). **Please do not telephone the court or Defendants' counsel.**

**24. Questions**

If you have questions, contact the Claims Administrator at 1-888-520-1526. If you would like to speak with an attorney, contact Class Counsel as set forth in paragraph 14 above.