

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

Patrice Emerson v. Lereta, LLC, San Bernardino County Superior Court Case No. CIVSB 2111028

*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.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendant LERETA, LLC (“Defendant”)¹ for alleged wage and hour violations. The Action was filed by a former Defendant employee, Patrice Emerson (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of hourly non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (April 16, 2017 to April 18, 2023); and, (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly non-exempt employees who worked for Defendant during the PAGA Settlement Period (April 15, 2020 to April 18, 2023) (the “PAGA Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Settlement Payment is estimated to be «Class_Set_Amt» (less withholding) and your individual share of the PAGA Settlement 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 Settlement Payment, then according to Defendant’s records you are not eligible for such a payment under the Settlement because you didn’t work during the covered period.)

The above estimates are based on Defendant’s records showing that you worked «Class_Weeks_Rounded» workweeks during the Class Period, and you worked «PAGA_Weeks_Rounded» pay periods during the PAGA Settlement Period. If you believe that you worked more workweeks or pay periods during either of the respective periods, 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 do 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 Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Settlement Period, you have two 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 Settlement Class Payment and/or an individual share of the PAGA Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Settlement 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 Opt-Out Requestor otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Employee, remain eligible for an individual share of the PAGA Settlement 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.

¹ All key terms herein are further defined in the Parties’ JOINT STIPULATION OF SETTLEMENT AND RELEASE TO SETTLE CLASS ACTION.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an individual share of the PAGA Settlement Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is July 31, 2023</p>	<p>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 Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay individual shares of the PAGA Payment to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by July 31, 2023</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA 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. See Section 7 of this Notice.</p>
<p>You Can Participate in the September 25, 2023 Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on September 25, 2023. 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 Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by July 31, 2023</p>	<p>The amount of your Individual Settlement Payment and share of the 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 Settlement Period, respectively. The number of Class Period Workweeks and number of PAGA Settlement Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by July 31, 2023. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum and straight time wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA Claims"). Plaintiff is represented by attorneys in the Action: Moon & Yang, APC ("Class Counsel.")

Defendant denies all liability arising from the Action and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws. Defendant also denies that the Action is appropriate to maintain as a class or representative action.

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, Steve Serratore, to resolve the Action by negotiating and 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 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 and PAGA Employees. 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 \$450,000 as the Maximum Settlement Sum (MSS). Defendant has agreed to deposit the MSS into an account controlled by the Administrator of the Settlement. The Administrator will use the MSS to pay the Individual Settlement Payments, individual shares of the PAGA Settlement Payment, Class Representative Incentive Award, General Release Payment, Class Counsels' attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the MSS not more than 5 business days after the Judgment entered by the Court become final. The Judgment will be final 10 calendar days after the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

A. Up to \$150,000.00 (33 and 1/3% of the MSS) to Class Counsel for attorneys' fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,000.00 for the Class Representative Incentive Award for filing the Action, working with Class Counsel and representing the Class.

C. \$10,000 for Plaintiff's general release of all other claims against Defendant, including claims not included in this Action.

C. Up to \$15,000.00 to the Administrator for services administering the Settlement.

D. \$44,000.00 for PAGA Penalties, allocated 75% to the LWDA (\$33,000.00) and 25% in Individual PAGA Payments (\$11,000.00) to the PAGA Employees based on their PAGA Settlement Period Pay Periods.

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 MSS (the "Net Settlement") by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33 and 1/3% of each Individual Settlement Payment to taxable wages ("Wage Portion") and 66 and 2/3% to interest and penalties ("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 shares of the PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report any individual share of the PAGA Payment and the Non-Wage Portions of the Individual Settlement 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 Settlement Payments and Individual PAGA Settlement 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 paid to the *cy pres* selected by the parties: Community Legal Aid SoCal, located at 2101 N Tustin Ave, Santa Ana, CA 92705.

6. Requests for Exclusion from the Class Settlement (Opt-Out Request). 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 July 31, 2023, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Opt-Out Request by the July 31, 2023 Response Deadline. The Opt-Out Request should be a signed letter from a Class Member setting forth a Class Member's name, present address, telephone number, last four digits of the Class Member's Social Security 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 Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class (Non-Participating Class Members) remain eligible for individual shares from the PAGA Settlement Payment and are required to give up their right to assert PAGA Claims against Defendant based on the alleged PAGA violations 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 to 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. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Opt-Out Requests. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks to administer the Settlement. The Administrator’s contact information is in Section 9 below.

9. Participating Class Members’ Release. Upon the Date of Finality, 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 another lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Settlement Period facts, as alleged in the Action and resolved by this Settlement.

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

On the Date of Finality, and except as to such rights or claims as may be created by this Agreement, all Class Members who have not submitted a valid Opt-Out Request (i.e. Participating Class Members), fully release and discharge Defendant (and all its divisions, affiliates, predecessors, successors, shareholders, officers, directors, owners, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, attorneys, and related corporations, individually and collectively) (“Released Parties”) from any and all claims asserted in the operative complaint, and any future amendments to the operative complaint including but not limited to state wage and hour claims for any and all violations of California’s Labor Code and Unfair Competition Law based on Defendant’s alleged failure to pay wages for all hours worked (including minimum wages, straight time wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all wages due at each pay period and at the time of termination, failure to furnish accurate and itemized wage statements, failure to maintain accurate records, failure to indemnify necessary business expenses, violation of the California Business and Professions Code Section 17200, penalties under Labor Code section 558, and all damages, interest, penalties, attorneys’ fees and costs, and other amounts recoverable under said causes of action and related PAGA administrative notice letters under California Law, to the extent permissible, including but not limited to under any provisions of the California Labor Code and the applicable Wage Orders (“Released Claims”).

It is agreed and understood by the Parties that the release of all the Released Claims as stated in this section is to be construed in the broadest possible manner consistent with applicable law. This release shall apply to any claims, known or unknown, related to the matters being settled, including unknown variations of the Released Claims. Thus, subject to and in accordance with this Agreement, even if a Participating Class Members may hereafter discover facts in addition to or different from those that Participating Class Member now knows or believes to be true, Participating Class Members, upon the Date of Finality, shall be deemed to have fully, finally, and forever settled and released any and all claims against the Released Parties that are within the scope of this release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including, without limitation, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

Excluded from the Released Claims is the cause of action for violation of California’s Private Attorneys General Act of 2004 stated in the operative complaint, and any future amendments to the operative complaint. The PAGA cause of action is the subject of a separate release stated in Section 5.04 [of the Agreement].

As the facts alleged in the Action encompass potential claims arising under federal law under the Fair Labor Standards Act (“FLSA”), only those Class Members who negotiate their Individual Settlement Payment check or intentionally act to receive payment under the settlement, will be deemed to have opted into the release of FLSA claims and to have thereby released FLSA claims.

10. PAGA Employees’ PAGA Release. Upon the Date of Finality, all PAGA Employees will be barred from asserting PAGA Claims against the Released Parties, including Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA 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 Defendant or its related entities based on the PAGA Settlement Period facts alleged in the Action and resolved by this Settlement.

The PAGA Employees' Releases for Participating and Non-Participating Class Members are as follows:

Upon the Date of Finality, and all payments are made by Defendant pursuant to this Agreement, Named Plaintiff and all PAGA Employees will release Defendant (and all its divisions, affiliates, predecessors, successors, shareholders, officers, directors, owners, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, attorneys, and related corporations, individually and collectively) from any and all civil penalties arising under the cause of action for violation of California's Private Attorneys General Act of 2004 ("PAGA"), based on the alleged Labor Code and Wage Order violations asserted in the operative complaints and PAGA notice letters, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said PAGA cause of action under California law, to the extent permissible, including but not limited to under any provisions of the California Labor Code and the applicable Wage Orders.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Settlement Payments. The Administrator will calculate Individual Settlement 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.
3. Individual PAGA Payments. The Administrator will calculate Individual PAGA Settlement Payments by (a) dividing \$11,000.00 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Settlement Period Pay Periods worked by each individual Aggrieved Employee.
4. 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 Settlement Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until July 31, 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 Defendant's calculation of Workweeks and/or Pay Periods 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., Class Members who don't opt-out) and all Class Members who qualify as PAGA Employees, whether they opt out or not. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual share of the PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

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, address and email address or 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 and identify the Action in a way that is clear. 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 July 31, 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 Defendant are asking the Court to approve. At least 16 court days before the September 25, 2023 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and an Incentive 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 Incentive 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.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for awards of fees, litigation expenses and an Incentive 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 Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. 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 and include your name, address and email address or telephone number and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire 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 (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 September 25, 2023 at 10:00 a.m. in Department S-26 of the San Bernardino Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415-0210. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the MSS will be paid to Class Counsel, Plaintiff, 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).

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing if you are planning to attend the hearing or have your own lawyer attend.

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 the Administrator's website at <https://www.phoenixclassaction.com/emerson-v-lereta/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the San Bernardino Superior Court website.

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

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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 change your mailing address.