

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

MACK RICKS, MARLENA BARR, and
CHRISTINA MOORE, as individuals and on
behalf of all others similarly situated,

Plaintiff,

v.

CONAM MANAGEMENT
CORPORATION, a California corporation, and
Does 1 through 10, inclusive,

Defendants.

Case No. 37-2020-00001430-CU-OE-CTL

NOTICE OF CLASS ACTION SETTLEMENT

To: All current or former non-exempt (hourly) employees of ConAm Management Corporation (“ConAm”), who were employed in California during the time period from January 9, 2016 through February 28, 2022, who fall into one or more of all of the following three categories: (i) employees who received non-discretionary remuneration for a time period in which they also received overtime; (ii) employees who received a bonus adjustment; and/or (iii) employees who worked in the maintenance department for any shift 3.5 hours or more.

PLEASE READ THIS NOTICE CAREFULLY. It pertains to a class action that may affect your rights.

If you wish to exclude yourself from the settlement, you must make a written and signed request for exclusion so that it is actually received by the Claims Administrator with a postmark no later forty-five (45) days after the date on this notice.

PLEASE DO NOT CONTACT MANAGEMENT OR HUMAN RESOURCES OF CONAM REGARDING THIS NOTICE. Questions should be directed to the Claims Administrator as described herein.

Pursuant to the order dated August 23, 2022 of the Superior Court of the State of California, County of San Diego, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A proposed settlement (the “Settlement”) has been reached between the parties in a putative class and representative action pending in the Superior Court of the State of California, County of San Diego (the “Court”), *Mack Ricks, et al., v. ConAm Management Corporation*, Case No. 37-2020-00001430-CU- OE-CTL (the “Lawsuit”), brought on behalf of all current or former non-exempt (hourly) employees of ConAm who were employed in California during the time period from January 9, 2016 through February 28, 2022, who fall into one, or more, or all of the following three categories: (i) employees who received non-discretionary remuneration for a time period in which they also received overtime; (ii) employees who received a bonus adjustment; and/or (iii) employees who worked in the maintenance department for any shift 3.5 hours or more (the “Settling Class”). This putative class action contends that ConAm: (1) violated California’s wage statement law, Cal. Lab. Code § 226; (2) violated California overtime law, Cal. Lab. Code §§ 510 and 1194; (3) violated California minimum wage law, Cal. Lab. Code §§ 1194, 1197, and 1197.1; (4) violated California rest break law, Cal. Lab. Code § 226.7; (5) violated California law regarding timing of wage payments, Cal. Lab. Code §§ 204 and 210; (6) violated California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (the “UCL”); and (7) violated California’s Private Attorneys General Act, Cal. Lab. Code § 2498 *et seq.* (“PAGA”).

The Court has preliminarily approved the Settlement and conditionally certified the putative class for purposes of the Settlement only. The Court has not ruled on the validity of Plaintiffs’ claims, and ConAm denies all allegations made in the Lawsuit. You have received this notice because ConAm’s records indicate that you may be a member of the Settling Class. This notice is designed to inform you of the Settlement’s terms.

Depending on the actions you take (or do not take), one of three things will happen:

1. ***If you do nothing***, and the Settlement receives final approval from the Court, a payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against ConAm and the other Releasees;
2. ***If you timely submit a Request for Exclusion***, you will not be a member of the Settling Class and will no longer be part of the Lawsuit. You will not receive a payment, but all your potential claims will be preserved, even if the Settlement receives final approval from the Court; or

3. ***If you timely submit an Adjustment Form***, and if the Settlement receives final approval from the Court, the Claims Administrator will review the records you provide and may, or may not, adjust the calculation used to arrive at your payment. Regardless of what the Claims Administrator decides, payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against ConAm and the other Releasees.

I. BACKGROUND OF THE CASE

Plaintiff Mack Ricks, who formerly worked for ConAm as a Maintenance Director, filed the above-captioned action in the Superior Court of the State of California, County of San Diego, on January 9, 2020. Plaintiff Ricks filed a First Amended Complaint on May 26, 2020, adding Plaintiff Marlina Barr and Plaintiff Christine Moore (two other former employees of ConAm) as named plaintiffs (Ricks, Barr, and Moore are collectively referred to herein as the “Named Plaintiffs” or “Plaintiffs”), and ConAm filed an Answer denying all allegations in the Lawsuit on July 30, 2020.

The Lawsuit seeks to assert claims on behalf of a putative class, which is plead to consist of all current or former non-exempt (hourly) employees of ConAm who were employed in California during the time period from January 9, 2016, forward, who fall into one, or more, or all of the following three categories: (i) employees who received non-discretionary remuneration for a time period in which they also received overtime; (ii) employees who received a bonus adjustment; and/or (iii) employees who worked in the maintenance department for any shift 3.5 hours or more. The Lawsuit generally alleges, among other thing, that ConAm: (1) violated California’s wage statement law, Cal. Lab. Code § 226; (2) violated California overtime law, Cal. Lab. Code §§ 510 and 1194; (3) violated California minimum wage law, Cal. Lab. Code §§ 1194, 1197, and 1197.1; (4) violated California rest break law, Cal. Lab. Code § 226.7; (5) violated California law regarding timing of wage payments, Cal. Lab. Code §§ 204 and 210; (6) violated the UCL; and (7) violated PAGA. The Lawsuit is framed as both a putative class action and a non-class representative action pursuant to PAGA and seeks compensatory damages (unpaid wages), statutory and/or civil penalties, liquidated damages, restitution, declaratory relief, interest, reasonable attorneys’ fees and costs, and such other relief as the Court may award.

ConAm believes that the Lawsuit’s claims are meritless and contends that at all times it has complied with relevant California law as said law applies to the Settling Class.

On February 16, 2021, the Settling Parties remotely attended a full day of mediation before private mediator Michael Loeb. The case did not settle that day, and a second day of mediation before Mediator Loeb occurred on April 13, 2021. The case did not settle that day either, and the parties continued to litigate. A third day of mediation was held before Mediator Loeb on November 30, 2021, and on that day the Settling Parties reached a settlement in principle.

Over the course of the Lawsuit, Plaintiffs and ConAm have engaged in significant discussion of the validity of the legal claims at issue and have exchanged extensive documents and information, which have allowed Plaintiffs and ConAm to fully assess the value of the claims involved. Subject to the Court’s approval, Plaintiffs and ConAm have agreed to avoid further litigation and to settle and resolve the Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims that are or could have been raised in the Lawsuit, to the fullest extent permitted by law and without any admission of liability or wrongdoing by either party. Plaintiffs and ConAm, and their counsel, have concluded that the Settlement is advantageous, considering the risks, uncertainties, and costs to each side of continued litigation. The Named Plaintiffs and their Counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settling Class.

This Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by ConAm that Plaintiffs’ claims have any merit or that ConAm has any liability to Plaintiffs or the Settling Class on those claims, or that class treatment of those claims would be appropriate in litigation (as opposed to settlement).

As a Settling Class Member, your rights will be affected by the Settlement unless you elect to exclude yourself by timely filing a Request for Exclusion.

II. SUMMARY OF THE SETTLEMENT

Assuming the Settlement receives final approval from the Court, ConAm shall make available a total amount of seven hundred fifty thousand United States dollars and zero cents (\$750,000.00) (the “Gross Settlement Value” or “GSV”). The following amounts shall be deducted from the Gross Settlement Value: (i) attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, to the extent approved by the Court; (ii) Enhancement Awards to each of the respective Plaintiffs for their service as class representatives and their efforts in bringing the Lawsuit, to the extent approved by the Court; and (iii) the cost of claims administration and notice, to the extent approved by the Court. The Gross Settlement Value, less these items, is referred to as the “Net Settlement Value” or “NSV.”

A. Who Is Included in the Settlement?

All current or former non-exempt (hourly) employees of ConAm Management Corporation (“ConAm”), who were employed in California during the time period from January 9, 2016 through February 28, 2022, who fall into one, or more, or all of the following three categories: (i) employees who received non-discretionary remuneration for a time period in which they also received overtime; (ii) employees who received a bonus adjustment; and/or (iii) employees who worked in the maintenance department for any shift 3.5 hours or more.

B. Who Is Representing the Settling Class?

The attorneys for the Settling Class (“Class Counsel”) are:

Dennis S. Hyun (S.B. #224240)
Hyun Legal, APC
515 South Figueroa Street Suite 1250
Los Angeles, California 90071
Tel: (213) 488-6555
Fax: (213) 488-6554
dhyun@hyunlegal.com

Majed Dakak (S.B. #271875)
Kesselman Brantly Stockinger LLP
1230 Rosecrans Avenue Suite 400
Manhattan Beach, California 90266
Tel: (310) 307-4555
Fax: (310) 307-4570
mdakak@kbslaw.com

C. When Is the Class Period?

January 9, 2016, through February 28, 2022.

D. What Will I Receive from the Settlement?

The Claims Administrator shall distribute a settlement payment to each Settling Class Member. This amount will be distributed from the Net Settlement Value and will be calculated based on: (a) the number of bonus adjustments a Settling Class member received while employed in a class-qualifying capacity during the Settling Class Period (the “Bonus Adjustment Points”); (b) the number of non-discretionary remunerations a Settling Class member received while employed in a class-qualifying capacity during the Settling Class Period (the “Non-discretionary Remuneration Instances”); (c) the number of overtime wages a Settling Class member received while employed in a class-qualifying capacity during the Settling Class Period (the “Overtime Instances”); and (d) the number of days that a Settling Class member worked over 3.5 hours or more for Defendant in its maintenance department during the Settling Class Period divided by 130 rounding up to the nearest whole number (the “Maintenance Points”). The Claims Administrator will then determine the regular rate points (hereinafter the “Regular Rate Points”) for each Settling Class member. The Regular Rate Points for each Settling Class member equals the lesser of (a) the Non-discretionary Remuneration Instances and (b) the Overtime Instances of each respective Settling Class member. The total number of points (hereinafter “Total Compensable Points”) shall equal the sum of the following: (1) Bonus Adjustment Points, (2) Regular Rate Points, (3) and Maintenance Points. Using the above computations, the Claims Administrator shall calculate the Total Compensable Points attributable to all Settling Class members. The Total Compensable Points for each Settling Class member will then be divided into the NSV, with the number of Total Compensable Points as the denominator and the NSV as the numerator, with the resulting number determined to two (2) decimal places.

The enclosed Adjustment Form contains an estimate of the payment you may be eligible to receive. Please note that this amount may increase or decrease without further notice to you. If you disagree with the information on the Adjustment Form, you may follow the directions on that form to submit your proposed corrected information and supporting documentation to the Claims Administrator. If you have a dispute with your calculation, you must mail the Adjustment Form so that it is postmarked within forty-five (45) days of the mailing of this Notice. The Claims Administrator will have final authority to resolve any such disputes.

E. When Will I Receive My Settlement Payment?

The Settlement Payments will be paid after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. It is up to you to maintain a current address with the Claims Administrator so that if this Settlement is finally approved, your payment will go to the correct address.

F. Who Is Administering the Settlement?

The Court has appointed the following as Claims Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Website: www.ilymgroupclassaction.com

The Claims Administrator will mail forms, receive forms back, calculate payments, distribute checks, and answer basic questions about the Settlement.

G. What Claims Are Being Released?

Settling Class Members (other than those who submit a Request for Exclusion) will release, discharge, and covenant not to sue ConAm Management Corporation, including its predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with ConAm, or any of them (individually and collectively “the ConAm Releasees”) from and with respect to any and all actions, causes of action, suits, liabilities, claims, and demands whatsoever, during the Settling Class Period, which the Settling Class, or individual members thereof, has, or had against the ConAm Releasees, or any of them, which are based on, or in any way reasonably related to any claims that were alleged in the Lawsuit and or could have been alleged in the Lawsuit based on the current or prior pleadings therein, including without limitation claims for violation of: California Labor Code §§ 204, 210, 226, 226.7, 510, 1194, 1197, 1197.1; California Bus. & Prof. Code § 17200 *et seq.*; any other California or local or federal law, ordinance, order, and/or administrative regulation relating to the claims in the Lawsuit (including, inter alia, wage statements, rest breaks, payment of overtime and/or minimum wage, calculation of the regular rate, and timing of wage payments); and any additional claims for penalties, wages, interest, or other monies predicated on same (the “Released Claims”). The Released Claims include specifically, by way of further description, any and all claims arising out of or in any way reasonably related to any and all attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the Released Claims referenced above, whether based on statutory, regulatory, or common law (including but not limited to any such claims based on the California Labor Code, Business and Professions Code, Civil Code, Order of the Industrial Welfare Commission, and/or Code of Civil Procedure).

The Settling Class Members acknowledge and/or are deemed to acknowledge the existence of the Released Claims set out above, and the release set out above shall be binding and effective as to the Released Claims even if Settling Class Members allege that (i) they were not aware of the existence of said claims and/or (ii) they would have acted differently had they been aware of the existence of the Released Claims.

The Settling Parties agree that the release described above does not extend to PAGA claims, but the PAGA claims contained in the Lawsuit are nonetheless to be dismissed without prejudice on the Effective Date in light of the fact that the PAGA claims alleged in the Lawsuit are being resolved through a separate settlement in *Rogers v. ConAm Management Corporation*, Case No. 37-2020-00013563-CU-OE-CTL (San Diego Superior Court).

All Settling Class Members (including, without limitation, the Named Plaintiffs) intend and/or are deemed to intend that this Agreement should be effective as a bar to any and all of the claims released above. In furtherance of this intention, All Settling Class Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with regard to the Released Claims only, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Settling Class Members understand that, if any of the facts relating in any manner to the Lawsuit, or to the release and dismissal of claims as provided in this Agreement, are hereafter found to be other than or different from the facts now believed to be true, they have expressly accepted and assumed that risk and agree that this Agreement and the release of claims contained herein shall nevertheless remain effective. The Settling Class Members desire and intend, or are deemed to desire and intend, that this Agreement shall be given full force and effect according to each and all of its express terms and provisions.

The waiver of Section 1542, above, is not intended to expand the nature of the claims released by the Settling Class beyond the Released Claims set out previously, but rather is intended to ensure that the release as set out is fully enforceable and is not impeded by Section 1542.

H. What Do Class Counsel, the Class Representative, and the Claims Administrator Receive?

Subject to final approval by the Court as to each of the following items, which ConAm has agreed not to oppose, the following amounts shall be deducted from the Gross Settlement Value: (i) attorneys' fees, which shall not be more than one-third of the GSV, or \$250,000.00; (ii) reasonable and necessary costs and expenses (including expenses incurred by Named Plaintiffs in the prosecution of this action), which shall not be more than forty-five thousand U.S. dollars and zero cents (\$45,000.00); (iii) Enhancement Awards to the Named Plaintiffs as reasonable additional compensation for their time and effort expended in connection with the initiation and maintenance of the Lawsuit and in consideration for the additional individuals releases set out in the Settlement Agreement, in an amount not to exceed twenty-two thousand five hundred United States Dollars and zero cents (\$22,500.00) in the aggregate, not including their share as participating class members, to the extent approved by the Court; and (iv) the cost of claims administration and notice (currently capped at \$20,000.00), to the extent approved by the Court. If approved by the Court, these amounts will be deducted from the GSV pursuant to the Settlement prior to arriving at the NSV. Class Counsel believe the amount for costs and attorneys' fees requested are fair and reasonable, and ConAm has agreed not to oppose their request for that amount.

III. PLAINTIFFS AND CLASS COUNSEL SUPPORT THE SETTLEMENT

Class Counsel and Named Plaintiffs support this Settlement. Their reasons include the inherent risk of denial of class certification, the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and recent case law which pertains to certain of the ambiguities in this litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, include a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Named Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate.

IV. WHAT ARE YOUR RIGHTS AS A MEMBER OF THE SETTLING CLASS?

Plaintiffs as Class Representative and Class Counsel represent your interests as a member of the Settling Class. Unless you elect to exclude yourself from the Settlement by timely filing a Request for Exclusion, you are a part of the Settling Class and you will be bound by the terms of the Settlement, regardless of whether or not you receive a payment, as described above and as more fully discussed in the Settlement Agreement on file with the Court. As a member of the Settling Class, any final judgment that may be entered by the Court pursuant to the Settlement will effectuate a release of your claims against ConAm and the other released parties as described above. As a Settling Class Member, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

A. Objecting to the Settlement.

If you are dissatisfied with any of the terms of the Settlement, you may object to the Settlement. Any objection to the Settlement must be in writing and must explain, in clear and concise terms, the basis for your objection. In addition, in order to be considered, your objection must be mailed to all of the following via first class mail and actually received within forty-five (45) days after the date on this Notice:

Superior Court of California, County of San Diego
Hall of Justice Department C-68
330 West Broadway
San Diego, CA 92101

Dennis S. Hyun
Hyun Legal, APC
515 South Figueroa Street Suite 1250
Los Angeles, California 90071

Majed Dakak (S.B. #271875)
Kesselman Brantly Stockinger LLP
1230 Rosecrans Avenue Suite 400
Manhattan Beach, California 90266

Adam P. KohSweeney
O'Melveny & Myers LLP
Two Embarcadero Center
San Francisco, CA 94111-3823

Your objection must include your full name, address, and dates and place of your employment at ConAm and must reference the Lawsuit, *Mack Ricks, et al., v. ConAm Management Corporation*, Case No. 37-2020-00001430-CU- OE-CTL. In addition, you may appear at the Final Approval Hearing scheduled for March 10, 2023, at 10:30 a.m., even if you did not submit a written objection.

PLEASE DO NOT TELEPHONE THE COURT, COUNSEL, OR DEFENDANT. SPECIFICALLY, DO NOT CONTACT CONAM MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR.

Any Settling Class Member who does not object to the Settlement in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement with respect to covered claims, unless you also submit a Request for Exclusion in the manner described in this Notice.

B. Excluding Yourself from the Settlement.

If you do not wish to participate in the Settlement, you must mail a Request for Exclusion to the Claims Administrator. Requests for exclusions must be post-marked no later than forty (45) calendar days after the Settlement Class Notice is first mailed. For a request for exclusion to be valid, it must be actually received by the Claims Administrator and contain the name, address, telephone number, and signature of the Settling Class Member. To be valid, the Request for Exclusion must be signed by you and returned via first class mail to:

Ricks, et al., v. ConAm Settlement
c/o ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a Settling Class Member, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims they may have against ConAm.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing at the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-68, 330 West Broadway, San Diego, CA 92101, on March 10, 2023, at 10:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for costs and attorneys' fees, the Enhancement Award made to the Named Plaintiffs, and the fees and costs of the Claims Administrator.

The hearing may be postponed without further notice to the Settling Class. It is not necessary for you to appear at this hearing.

VI. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Joint Stipulation of Class and Representative Action Settlement and Release between Plaintiffs and ConAm, which will be on file with the Court and available through the Claims Administrator. The pleadings and other records in this litigation may be examined at any time during regular business hours at the records office of the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-68, 330 West Broadway, San Diego, CA 92101, or you may contact the Claims Administrator.

PLEASE DO NOT TELEPHONE THE COURT, CONAM'S COUNSEL, OR CONAM FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. SPECIFICALLY, DO NOT CONTACT CONAM'S MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

MACK RICKS, MARLENA BARR, and
CHRISTINA MOORE, as individuals and on
behalf of all others similarly situated,

Plaintiff,

v.

CONAM MANAGEMENT
CORPORATION, a California corporation, and
Does 1 through 10, inclusive,

Defendants.

Case No. 37-2020-00001430-CU-OE-CTL

CLASS ACTION ADJUSTMENT FORM

IF YOU WISH TO CONTEST THE ACCURACY OF YOUR SHARE OF THIS CLASS ACTION SETTLEMENT: COMPLETE THIS FORM IN ITS ENTIRETY, SIGN THE FORM, AND RETURN IT VIA FIRST CLASS MAIL TO THE ADDRESS BELOW. THIS FORM MUST BE ACTUALLY RECEIVED BY THE CLAIMS ADMINISTRATOR WITH A POSTMARK OF NOT LATER THAN JANUARY 6, 2023.

**Ricks, et al., v. ConAm Settlement
ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781**

I hereby declare as follows:

(1) I received notice of the proposed Settlement in this action, and I wish to contest the accuracy of my share of the proposed Settlement.

(2) I worked as a non-exempt (hourly) employee in California for ConAm Management Corporation (“ConAm”) during the time period from January 9, 2016 through February 28, 2022, as explained in the Notice of Class & Representative Action Settlement and Release, and I also fall into one or more or all of the following three categories: (i) I received non-discretionary remuneration for a time period in which I also received overtime; (ii) I received a bonus adjustment; and/or (iii) I worked in the maintenance department for at least one shift of 3.5 hours or more.

(3) ConAm’s records, as provided to the Claims Administrator, indicate that, from January 9, 2016, through February 28, 2022, while working in California in a non-exempt (hourly) capacity:

- I worked a total of «Total of Pay Periods» pay periods in which I received non-discretionary remuneration for a time period in which I also received overtime.

- I received a total of «Bonus Adj Points Total» bonus adjustments; and/or

- I worked a total of «Maintenance Points » shifts of three-and-a-half (3.5) hours or more in the maintenance department.

Based on the above, the estimated settlement payment to me is approximately
«Estimated Preliminary Class Settlement P».

(4) I disagree with ConAm's records and instead contend that, from January 9, 2016, through February 28, 2022, while working in California in a non-exempt (hourly) capacity:

- I worked a total of _____ pay periods in which I received non-discretionary remuneration for a time period in which I also received overtime

- I received a total of _____ bonus adjustments; and/or

- I worked a total of _____ shifts of three-and-a-half (3.5) hours or more in the maintenance department.

I have enclosed documents supporting my contention in this regard and understand that the Claims Administrator will determine the validity of my contention.

PLEASE NOTE: If you disagree with ConAm's records, you must file your dispute with the Claims Administrator and you must provide supporting documentation.

You should not contact ConAm's Management or Human Resources.

Executed on _____ (Date), at _____ (City and State).

I declare under penalty of perjury that the foregoing and the information provided below is true and correct.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)