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MERCED COUNTY  
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CLERK OF THE SUPERIOR COURT  
BY  DEPUTY

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Attorneys for Plaintiff

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF MERCED**

ARCELIA OCHOA, an individual, on behalf of  
herself and on behalf of all persons similarly  
situated,

Plaintiff,

v.

MARCOS RENTERIA AG SERVICES, INC.,  
a California corporation; FOSTER POULTRY  
FARMS, LLC, a California limited liability  
company, previously named as fictitious DOE 1;  
and DOES 2-50, Inclusive,

Defendants.

Case No. 22CV-04217

[Complaint Filed: December 27, 2022]

**STIPULATION AND ~~PROPOSED~~  
ORDER TO AMEND ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT AND CONTINUE  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT HEARING**

Judge: Hon. Mark Bacciarini  
Dept.: 8

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12 Attorneys for DEFENDANT

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1 Plaintiff ARCELIA OCHOA, an individual, on behalf of herself, and on behalf of all  
2 persons similarly situated (hereinafter "Plaintiff"), Defendants MARCOS RENTERIA AG  
3 SERVICES, INC., (hereinafter collectively "Defendant"), by and through their respective  
4 counsel hereby submit this Stipulation to Amend the Order Granting Plaintiff's Motion for  
5 Preliminary Approval of Class and PAGA Action Settlement:

6 WHEREAS, on March 5, 2025, this Court entered an Order Granting Plaintiff's Motion  
7 for Preliminary Approval of Class and PAGA Action Settlement (the "Order");

8 WHEREAS, on March 5, 2025, this Court set a Motion for Final Approval of Class and  
9 PAGA Action Settlement ("Motion for Final Approval") hearing for June 4, 2025;

10 WHEREAS, on or around March 18, 2025, Defendant was to provide the Class Data to  
11 the Administrator;

12 WHEREAS, on or around May 2, 2025, the Parties filed a stipulation to continue the  
13 Motion for Final Approval due to the Administrator's notification to the Parties that the class  
14 data is incomplete;

15 WHEREAS, on or around May 21, 2025, the Court continued the Motion for Final  
16 Approval to August 4, 2025 at 8:15 a.m.;

17 WHEREAS, on or around June 16, 2025, Defendant provided a supplemented data set  
18 to the Administrator;

19 WHEREAS, on June 27, 2025, the Parties filed a stipulation to continue the Motion for  
20 Final Approval hearing in order to allow the Administrator sufficient time to analyze the  
21 supplemental data set;

22 WHEREAS, on or around June 28, 2025, after the Administrator's review of the data,  
23 the Administrator informed the Parties that the class size included an additional 524 class  
24 members;

25 WHEREAS, on June 28, 2025, the Administrator provided the Parties with a revised bid,  
26 reflecting a \$6,000 increase, from \$39,500 to \$45,500;

27 WHEREAS, on July 10, 2025, the Court continued the Motion for Final Approval  
28 hearing to September 30, 2025, at 8:15 a.m.;

1 WHEREAS, the Parties seek to amend the Order and the Notice Packet to reflect the  
2 increased Settlement Administration Costs;

3 WHEREAS, the Parties executed an amendment of the Settlement Agreement reflecting  
4 the increased Settlement Administration Costs is attached hereto as Exhibit #1. The amendment  
5 reflects the increased monetary amount and has been agreed upon by all Parties;

6 WHEREAS, the redlined version of a Proposed Revised Notice Packet is attached hereto  
7 as Exhibit #2. The Proposed Revised Class Notice has been agreed upon by all Parties;

8 WHEREAS, once the Court enters the amended Order, the Parties will initiate the class  
9 notice process with the Proposed Revised Class Notice.

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Parties hereby stipulate that the Court's March 5, 2025, Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement and the Notice Packet be amended to reflect the final Gross Settlement Amount and Settlement Administration Costs.
2. In order to allow sufficient time for the Court to review the amended Order and Proposed Revised Class Notice, as well as initiate the notice process, the Parties stipulate and request that the Court continue the Motion for Final Approval for approximately ninety (90) days.

**IT IS SO STIPULATED.**

Dated: August 14, 2025

**JCL LAW FIRM, APC  
ZAKAY LAW FIRM, APLC**

By: Rachel Newman  
Rachel Newman, Esq.  
Shani O. Zakay, Esq.  
Jean-Claude Lapuyade, Esq.

Attorneys for Plaintiff

Dated: July \_\_, 2025

**LITTLER MENDELSON, P.C.**

By: \_\_\_\_\_  
Willie J. Mincey, Esq.  
Gerardo Hernandez, Esq.  
Jessica Hughey, Esq.

Attorneys for Defendant

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Parties hereby stipulate that the Court's March 5, 2025, Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement and the Notice Packet be amended to reflect the final Gross Settlement Amount and Settlement Administration Costs.
2. In order to allow sufficient time for the Court to review the amended Order and Proposed Revised Class Notice, as well as initiate the notice process, the Parties stipulate and request that the Court continue the Motion for Final Approval for approximately ninety (90) days.

**IT IS SO STIPULATED.**

Dated: July \_\_, 2025

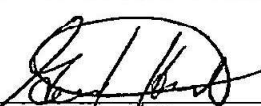
**ZAKAY LAW FIRM, APLC  
JCL LAW FIRM, APC**

By: \_\_\_\_\_  
Rachel Newman, Esq.  
Eden Zakay, Esq.  
Shani O. Zakay, Esq.  
Jean-Claude Lapuyade, Esq.  
Perssia Razma, Esq.

Attorneys for Plaintiff

August 14  
Dated: July \_\_, 2025

**LITTLER MENDELSON, P.C.**

By:  \_\_\_\_\_  
Willie J. Mincey, Esq.  
Gerardo Hernandez, Esq.  
Jessica Hughey, Esq.

Attorneys for Defendant

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**PROPOSED ORDER**

PURSUANT TO THE STIPULATION, IT IS SO ORDERED THAT:

1. the Court's March 5, 2025, Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement is amended to reflect the increased Settlement Administration Costs.
2. The Motion for Final Approval hearing in this matter is continued to December 22, 2025 at a.m.

**IT IS SO ORDERED:**

DATED: 08/18/2025, 2025X

*Stephanie L. Jameson*

JUDGE OF THE SUPERIOR COURT

# EXHIBIT 1



**ZAKAY LAW GROUP, APLC**

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Attorneys for PLAINTIFF

*(Additional Counsel on Next Page)*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF MERCED**

ARCELIA OCHOA, an individual, on behalf of  
herself, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

MARCOS RENTERIA AG SERVICES, INC., a  
California corporation; and DOES 1-50,  
inclusive,

Defendants.

Case No: 22CV-04217

**AMENDMENT NO. 1 TO CLASS ACTION  
AND PAGA SETTLEMENT  
AGREEMENT**

Date: September 30, 2025

Time: 08:15am

Judge: Hon. Stephanie Jamieson  
Dept.: 8

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9 Attorneys for DEFENDANT  
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Plaintiff ARCELIA OCHOA (collectively, "Plaintiffs"), and Defendant MARCOS RENTERIA AG SERVICES, INC. ( "Defendant," and collectively with Plaintiff, the "Parties"), pursuant to § III.Q, of the Class Action and PAGA Settlement Agreement ("Original Agreement") entered into on or around December 10, 2024, hereby agree to amend the Original Agreement, as stated herein. The amendments stated herein are incorporated by this reference:

**A. Paragraph III.L.9 of the Original Agreement is hereby amended to state as follows:**

The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$45,500.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than sixty (60) days after the final approval order.


**B. Paragraph I.AA of the Original Agreement is hereby amended to state as follows:**

"Settlement Administration Costs" means the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$45,500.00.


**C. Exhibit A to the Original Agreement will be replaced with: revised Notice of Class Action Settlement that is attached hereto as Exhibit A.**

**IT IS SO AGREED.**


Dated: 7/23/, 2025

  
Arcelia ochoa (Jul 23, 2025 12:49:03 PDT)  
Plaintiff Arcelia Ochoa

Dated: July 30, 2025

  
Shani O. Zakay  
Zakay Law Group, APLC  
Attorney for Plaintiffs

Dated: July 30, 2025


  
Jean-Claude Lapuyade  
The JCL Law Firm, APC  
Attorney for Plaintiff

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Dated: 8-11-25, 2025

  
\_\_\_\_\_  
For Defendants  
Marcos Renteria AG Services, Inc.

Dated: July 28, 2025

  
\_\_\_\_\_  
Gerardo Hernandez  
Willie J. Mincey  
Attorney for Defendants

# **EXHIBIT 2**

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*Arcelia Ochoa v. Marcos Renteria AG Services, Inc, et al., currently pending in Superior Court of Merced,  
Case No. 22CV-04217*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |   |
|---|---|
| <b>Do Nothing and Receive a Payment</b>                             | To receive a cash payment from the Settlement, you do not have to do anything.<br><b>Your estimated Individual Settlement Payment is: \$&lt;&lt; __ &gt;&gt;. See the explanation below.</b><br>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below. |
| <b>Exclude Yourself</b>   | If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement.</b><br>Instructions are set forth below.  |
| <b>Object</b>   | You may write to the Court about why you believe the settlement should not be approved.<br>Directions are provided below.   |

**1. Why did I get this Notice?**

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Merced (the "Court") has been reached between Plaintiff Arcelia Ochoa ("Plaintiff") and Defendant Marcos Renteria AG Services, Inc. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All non-exempt employees who are or previously were employed by Marcos Renteria AG Services, Inc. ("Defendant") who performed work for Foster Poultry Farms, LLC in California during the period beginning February 1, 2020 to the earlier of December 6, 2023 or the date in which the total Workweeks worked by the Class Members reached 135,000. ("Class Period").

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

On December 27, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Merced. Plaintiff asserted the following claims against Defendant: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the

applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (7) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; and (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802. On September 10, 2024, Plaintiff filed a First Amended Complaint in Merced Superior Court, Case No. 22CV-04217.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On December 6, 2023 the Parties participated in an all-day mediation presided over by Tripper Ortman which did not lead to a settlement. Thereafter the Parties continued settlement discussions through Mr. Ortman and reached an agreement on or about August 27, 2024. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

### 3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, and the Service Award.

After the settlement becomes final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. The settlement becomes final on the date when the Court enters a judgment approving the settlement, and the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed ~~\$4539~~,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$233,333.33) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.**

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion") and pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments made to Settlement Class Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the *Arcelia Ochoa v. Marcos Renteria AG Services, Inc.* Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### **5. How much will my payment be?**



Defendant's records reflect that you have << \_\_\_\_ >> Workweeks worked during the Class Period February 1, 2020 to \_\_\_\_.

Based on this information, your estimated Individual Settlement Payment is << \_\_\_\_ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

**6. How can I get a payment?**

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on \_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\\_\\_\\_\\_.com](http://www.____.com).

**7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is \_\_\_\_\_. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Arcelia Ochoa v. Marcos Renteria AG Services, Inc.*, currently pending in Superior Court of Merced Case No. 22CV-04217. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

**8. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Arcelia Ochoa v. Marcos Renteria AG Services, Inc.*, currently pending in Superior Court of Merced, Case No. 22CV-04217. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9

below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than** \_\_\_\_\_. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

|  |   |
|--|---|
| <b>Class Counsel:</b>  | <b>Class Counsel:</b>   |
| Jean-Claude Lapuyade, Esq.   | Shani O. Zakay, Esq.  |
| JCL Law Firm, APC  | Zakay Law Group, APLC   |
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Field Code Changed

**Counsel for Defendant:**  
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[wmincey@littler.com](mailto:wmincey@littler.com)

#### 9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 09:00 AM/PM on \_\_\_\_\_, September 30, 2025, at \_\_\_\_\_ Merced Superior Court before Judge \_\_\_\_\_ Stephanie Jamieson. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend the Final Approval Hearing**, although any Class Member is welcome to attend the hearing.

#### 10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Arcelia Ochoa v. Marcos Renteria AG Services, Inc., et al.*, currently pending in Superior Court of Merced, Case No. 22CV-04217., Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618 c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at [www.apexclassaction.com](http://www.apexclassaction.com).

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project, a Cy Pres, in accordance with Code of Civil Procedure, Section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.