Derek Casey vs. Marborg Recovery, LP
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «Apex_ID» «Tray_PC»
«Full_Name»
«Address_1»
«City», «State» «Zip»

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

***Casey vs. Marborg Recovery, LP,* Superior Court of the State of California, County of Santa Barbara, Case No. 24CV02182**

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.

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Marborg Recovery, LP and Marborg Industries ("Defendants") for alleged wage and hour violations. The Action is brought by Plaintiff Derek Casey ("Plaintiff") and seeks payment of (1) wages and other relief for a Class of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period (April 18, 2020 through February 5, 2026) ("Class Members"), and (2) penalties under the California Private Attorney General Act ("PAGA") for all individuals classified as non-exempt who were employed by Defendants in California at any time during the PAGA Period (March 13, 2023 through February 5, 2026) ("Aggrieved Employees").

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency ("LWDA") and to Aggrieved Employees.

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $«Est_Class_PMT» (less withholding) and your share of the PAGA Penalties ("Individual PAGA Payment") is estimated to be $«Est_PAGA_PMT».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked «Class_Workweeks» Workweeks during the Class Period** and **you worked «PAGA_Pay_Periods» PAGA Pay Periods**. If you believe that you worked more Workweeks and/or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendants as described below in Section 4 below.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is December 28, 2026**	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. **If you request exclusion, you will receive no money from the Class Settlement for an Individual Class Payment and you will not be bound by the Class Settlement.** Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **7** of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by December 28, 2026**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed 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 can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **8** of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 12, 2027, at 10:00 a.m., at the Santa Barbara County Superior Court, located at 1100 Anacapa Street, Santa Barbara, CA 93101, in Department 4 before Judge Donna D. Geck. This hearing may change as explained below in Section 9. 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 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 **9** of this Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods **Witten Challenges Must be Submitted by** **December 28, 2026**	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by December 28, 2026. See Section **5** of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Santa Barbara (the "Court"), has been reached between Plaintiff and Defendants and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

> All individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period (April 18, 2020, through February 5, 2026).

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement ("Agreement") and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants 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, Defendants do 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) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On April 18, 2024, Plaintiff filed a complaint against Defendants in the Superior Court of the State of California, County of Santa Barbara. The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On July 26, 2024, Plaintiff filed a separate Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Santa Barbara, Case No. 24CV04140 (the "PAGA Action"). Plaintiff's PAGA Action Complaint asserted one cause of action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq*. for violations of Labor Code §§ 201, 202, 203, 204, *et seq*., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

On February 11, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint in the Action which added the representative PAGA claim from the PAGA Action. The First Amended Class and Representative Action Complaint in the Action is referred to as the "Operative Complaint".

Defendants deny that they have done anything wrong and dispute all the claims in the Action. For example, Defendants contend that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to pay to Plaintiff or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendants complied with California wage statement and record requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on September 4, 2026. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. **Defendants have agreed to pay an "all in" amount of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) (the "Gross Settlement Amount") to fund the settlement of the Action.** The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes within fourteen (14) days of the Effective Date. The Effective Date is the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendants.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed $10,258.00, for expenses, including expenses of notifying the Class Members of the Settlement, processing request for exclusions and disputes, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals $416,666.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed $30,000.00. Class Counsel has 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 has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than $15,000.00 to the named Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of $25,000.00 relating to Plaintiff's claim under PAGA, 75% ($18,750.00) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% ($6,250.00) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($6,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means

any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. The PAGA Period is March 13, 2023 through February 5, 2026.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least $753,076.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means the seven (7) consecutive day pay week used by Defendants for payroll purposes, and a Workweek is counted for a Class Member for any such pay week during the Class Period in which the Class Member worked at least one shift or recorded any compensable time. The number of Workweeks will be based on Defendants' records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class 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 Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering a Judgment.

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 Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued 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 funds represented by such checks will be sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed Legal Aid at Work as the Cy Pres Recipient and they represent that they have no interest or relationship, financial or otherwise, with this intended Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all any and all claims, rights, demands, liabilities, penalties, interest, restitution, damages, costs, and attorneys' fees that were alleged, or reasonably could have been alleged, in the Action, based on the same factual predicate as the wage-and-hour claims asserted in the Operative Complaint, arising during the class period while a Class Member was employed in a non-exempt position in California. The Released Class Claims include claims alleged in the Operative Complaint or claims that could have been alleged based on the facts in the Operative Complaint for alleged violations of the California Labor Code (including Labor Code §§ 201–203, 221-226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802), the applicable IWC Wage Orders, and related claims for unfair competition under Business and Professions Code §§ 17200 *et seq.,* to the extent such claims arise from the same facts, transactions, events, or omissions alleged in the Operative Complaint. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits under any employee pension or welfare benefit plan governed by ERISA, claims for wrongful termination, claims under the Fair Employment and Housing Act, claims for unemployment insurance, state disability insurance, social security, workers' compensation benefits, or Class claims based on facts occurring outside the Class Period, as well as any and all claims that as a matter of law cannot be release in a Class or representative PAGA settlement. In addition, each Participating Class Member who negotiates his or her Settlement check after being given clear written notice that cashing the check constitutes consent to join the Settlement of claims under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq., will be deemed to have opted in pursuant to 29 U.S.C. § 216(b) and will thereby release the Released Parties from any and all claims under the FLSA for unpaid minimum wages, unpaid overtime, liquidated damages, interest, and attorneys' fees and costs, to the extent such claims arise from the same facts, transactions, events, or omissions alleged in the Operative Complaint and accrued during 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 Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are any and all claims for civil penalties, attorneys' fees, interest, and costs under the Private Attorneys General Act of 2004, Labor Code § 2698 *et seq*., that were alleged, or reasonably could have been alleged, based on the same factual predicate as the PAGA allegations in the Operative Complaint and PAGA Notices, arising during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits under any employee pension or welfare benefit plan governed by ERISA, claims for wrongful termination, claims under the Fair Employment and Housing Act, claims for unemployment insurance, state disability insurance, social security, workers' compensation benefits, or PAGA claims based on facts occurring outside the PAGA Period, as well as any and all claims that as a matter of law cannot be release in a Class or representative PAGA settlement.

Released Parties. Released Parties are defined as: Defendants and each of its past, present, and future parents, subsidiaries, affiliated and related entities, predecessors, successors, and assigns, and all of their respective past, present, and future officers, directors, members, partners, shareholders, employees, agents, insurers, reinsurers, and attorneys, and any person or entity alleged or that could have been alleged to be a joint employer of the Class Members.

5. How much will my payment be?

Defendants' records reflect that you worked «Class_Workweeks» Workweeks during the Class Period (April 18, 2020 through February 5, 2026).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is $«Est_Class_PMT».

[Defendants' records reflect that you worked «PAGA_Pay_Periods» PAGA Pay Periods during the PAGA Period (March 13, 2023 through February 5, 2026). Based on this information your estimated Individual PAGA Payment is $«Est_PAGA_PMT».

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 Administrator at the address provided in this Class Notice no later than the Response Deadline, which is December 28, 2026. You may also fax the dispute to (949) 989-4428 or email the dispute to support@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action LLC, PO Box 54668, Irvine, CA 92619, 1-(800)-355-0700.

The Court will hold a Final Approval Hearing on March 12, 2027, at 10:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

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 not receive an Individual Class Payment from the Settlement**, **and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed, and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline, which is December 28, 2026. You may also fax your request to opt out to (949) 989-4428 or email to support@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Casey vs. Marborg Recovery, LP* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Casey vs. Marborg Recovery, LP*, Case No. 24CV02182. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is PO Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after December 28, 2026, 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 Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for March 12, 2027, Class Counsel and 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 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 Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at www.apexclassaction.com/26MBRG, Class Counsel's website at www.bamlawca.com under "Class Notices" for *Casey vs. Marborg Recovery, LP* or on the Court's website via the Register of Actions page for the California Superior Court for the County of Santa Barbara (https://www.santabarbara.courts.ca.gov/online-services/case-records-search) and entering the Case No. 24CV02182.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments 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 Response Deadline for sending written objections to the Administrator is December 28, 2026.** You may also fax the dispute to (949) 989-4428 or email to support@apexclassaction.com. 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, *Casey vs. Marborg Recovery, LP*, Case No. 24CV02182, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC
support@apexclassaction.com
PO Box 54668
Irvine, CA 92619
1-(800)-355-0700
(949) 989-4428

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court https://www.santabarbara.courts.ca.gov/general-information/remote-appearance-zoom-information. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
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E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Michael S. Fauver
Fauver Large Archbald & Spray LLP
820 State Street, 4th Floor
Santa Barbara, CA 93101
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E-Mail: mfauver@flasllp.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 10:00 a.m. (Pacific Standard Time) on March 12, 2027, in Department 4 of the Superior Court of California, County of Santa Barbara, located at 1100 Anacapa Street, Santa Barbara, CA 93101, before Judge Donna D. Geck. 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 of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - https://www.santabarbara.courts.ca.gov/general-information/remote-appearance-zoom-information.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Casey vs. Marborg Recovery, LP*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of Santa Barbara (https://www.santabarbara.courts.ca.gov/online-services/case-records-search) and entering the Case No. 24CV02182.

10. How Can I Get More Information?

You may call the Administrator at 1-(800)-355-0700 or write to *Casey vs. Marborg Recovery, LP* c/o Apex Class Action, LLC, PO Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the Motion for Final Approval and for Attorneys' Fees and Costs, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Casey vs. Marborg Recovery, LP*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the Santa Barbara County Superior Court (https://www.santabarbara.courts.ca.gov/online-services/case-records-search) and entering the Case No. 24CV02182. If you wish to view the Court files in person, you must go to the Clerk's Office at 1100 Anacapa Street, Santa Barbara, CA 93101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes -** To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check -** Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the Court-approved charity, proposed to be Legal Aid at Work.
- **What if You Lose Your Check -** If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.