

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION

In re:

ANNA'S LINENS, INC.,

Debtor.

Case No.: 8:15-bk-13008-TA

Chapter 11

LINDA MARTZ-GOMEZ on her own behalf  
and on behalf of all other persons similarly  
situated,

Plaintiff,

v.

ANNA'S LINENS, INC., DBA ANNA'S  
LINENS; DBA LINENS OUTLET; FKA  
ANNA'S LINEN COMPANY; DBA ANNA'S  
and JOHN DOE'S 1-5,

Defendants.

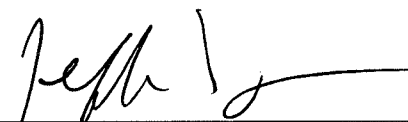
ADV. CASE NO. 8:15-ap-01293-TA

**DECLARATION OF SERVICE**

I, Jeffrey Pirrung, being duly sworn according to law, depose and say:

1. I am a Managing Director of American Legal Claim Services, LLC ("ALCS"). ALCS was selected as the noticing agent for Class Counsel to send Class Notice in the above-captioned case.
2. On October 26, 2020, under my direction and supervision, the following document was served via First Class Mail upon the Class List attached hereto as **Exhibit A:**
  - Notice of Proposed Warn Act Settlement and Fairness Hearing Class Action along with the Exclusion Form [Attached hereto as **Exhibit B**].
3. On October 26, 2020, under my direction and supervision, the following document was served via First Class Mail upon the Class List attached hereto as **Exhibit C:**
  - Notice of Proposed Warn Act Settlement and Fairness Hearing Class Action [Attached hereto as **Exhibit D**].

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on November 9, 2020 in Jacksonville, Florida.

  
\_\_\_\_\_  
Jeffrey Pirrung

**Exhibit A**  
**Served via First Class Mail**

	<b>Last Name</b>	<b>First Name</b>
1	ATTINASI THOMAS	MARLENA
2	BACA	ALICIA
3	BONZOMET	ANDREA
4	BRIDGMAN	JERRY J
5	COSTIGAN	NEIL
6	FRANKO	GREGORY T
7	GULICKSON	DEBORAH A
8	HEH	LEE DER
9	HUYNH	JASON
10	LEE	LYLLIAN J
11	MANGER	CHARLES
12	NGUYEN	BICHLAN
13	OSTERLOH	MARTA
14	STONE	CYNTHIA
15	TAPIA	ANNA MARIE
16	WOO	CHRISTOPHER
17	ZEISS	MELANIE

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LINENS; DBA LINENS OUTLET; FKA  
ANNA'S LINEN COMPANY; DBA ANNA'S  
and JOHN DOE'S 1-5,

Defendants.

ADV. CASE NO. 8:15-ap-01293-TA

**NOTICE OF PROPOSED WARN ACT  
SETTLEMENT AND FAIRNESS HEARING**

Hearing:

Date: December 9, 2020

Time: 11:00 a.m.

Place: Courtroom 5B  
411 West Fourth Street  
Santa Ana, California 92701

There is currently pending before the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "**Bankruptcy Court**") a lawsuit entitled *Martz-Gomez v. Anna's Linens, Inc.*, Adv. Proceeding No. 8:15-ap-01293-TA (the "**Action**"). The parties to this Action have reached a proposed settlement (the "**Settlement**") under which, among other things, benefits would be provided to Class Counsel, the Class Representative and Class Members (each defined below). The Bankruptcy Court has authorized the dissemination of this Notice. You should review this Notice carefully as your rights may be affected by the proposed Settlement.

**SUMMARY OF THE CLASS**

A Class was certified on March 14, 2016 by this Court. The "**Class**" is defined as: Plaintiff and all other similarly situated former employees who worked at or reported to the facility located at 3550 Hyland Avenue, Costa Mesa, California who were terminated without cause on or about June 19,

1 2015, within 30 days of June 19, 2015, or in anticipation of, or as the foreseeable consequence of, the  
2 mass layoff or plant closing ordered by Defendants on or about June 19, 2015, who are affected  
3 employees, within the meaning of 29 U.S.C. § 2101(a)(5), and who have not filed a timely request to  
4 opt-out of the class.” The class representative, Linda Martz-Gomez (the “**Class Representative**”), is  
5 a former employee of Anna’s Linens, Inc. (the “**Debtor**”) and brought this Action on behalf of the  
6 Class Members.

### 7 **CASE BACKGROUND**

8 1. On June 14, 2015, Debtor filed for Chapter 11 bankruptcy in this Court (Case No. 8:15-  
9 bk-13008-TA).

10 2. Plaintiff Linda Martz-Gomez, who is a former employee of the Debtor, was terminated  
11 from her job on or about June 19, 2015. On July 1, 2015, Plaintiff filed an action against the  
12 Defendants claiming that she and other former employees of the Debtor were terminated as part of a  
13 mass layoff or plant closing and did not receive written notice at least 60 days in advance of their  
14 terminations under the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101  
15 *et seq.* and California Labor Code §§ 1400 – 1408 (the “**WARN Acts**”). She claims that because  
16 proper notice was not given, she and those similarly situated are entitled to an award of 60 days’ wages  
17 and benefits under the WARN Acts.

18 3. On August 24, 2015, the Debtor filed an Answer to Plaintiff’s Complaint generally  
19 denying Plaintiff’s allegations and asserting several affirmative defenses. Among the affirmative  
20 defenses the Debtor asserts are that unforeseeable business circumstances prevented it from giving  
21 Plaintiff and Class Members the required 60 days’ notice, that any obligation to give 60 days’ notice  
22 was reduced because it was actively seeking business that would have postponed or prevented the  
23 layoffs, that it had a good faith and reasonable belief its actions were lawful, and that it was a  
24 liquidating fiduciary and, therefore, not required to give WARN notice to its employees.

25 4. As part of the Court’s order certifying this case as a class action, the Court appointed  
26 the Plaintiff as the Class Representative and her counsel as Class Counsel.  
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1           5.       On April 4, 2016, a Notice of the Class Action was mailed to 114 class members  
2 informing them of the nature of the class action and giving them the opportunity to opt-out of the Class.  
3 Three individuals opted-out of the Class and will not share in the Settlement, should the Court grant final  
4 approval.

5           6.       On March 30, 2016, the Debtor's Chapter 11 bankruptcy was converted to a Chapter 7  
6 bankruptcy. Karen Sue Naylor was appointed the Chapter 7 Trustee for the Debtor's estate ("**Chapter**  
7 **7 Trustee**"). (Case No. 8:15-bk-13008-TA). The Chapter 7 Trustee oversees the liquidation and  
8 distribution of the Debtor's assets to its creditors.

9           7.       In April 2016, Plaintiff served Initial Rule 26(a) Disclosures, a First Request for  
10 Production of Documents and First Set of Interrogatories on the Debtor, seeking information relating  
11 to her termination and the termination of the Class Members.

12           8.       Beginning in 2018, the Parties engaged in good faith arms-length settlement  
13 discussions including the informal exchange of damage calculations and relevant documents and  
14 information. Those discussions continued until 2020 when the Parties<sup>1</sup> reached a proposed settlement  
15 of the class action, subject to Court approval.

16           9.       During the parties' settlement discussions, it was determined seventeen (17) former  
17 employees of the Debtor fell within the definition of the Class but did not receive notice of the class  
18 action. Accordingly, together with this Notice of Proposed Settlement and Fairness Hearing the 17  
19 class members are also receiving an Opt-Out form giving them the opportunity to exclude themselves  
20 from this Action and the benefits of the proposed Settlement. The complete list of Class Members is  
21 attached here as **Exhibit A**.

22           10.      The Parties recognize that the outcome of this Action is uncertain. The Parties also  
23 acknowledge that the Anna's Linens' Estate has limited resources and that recoveries to Class  
24 Members and other creditors can best be maximized by resolving the WARN Action in a consensual  
25 manner, thereby avoiding extensive, costly, and uncertain litigation.

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<sup>1</sup> Effective January 1, 2020, Jack A. Raisner and René S. Roupinian, who were appointed Class Counsel, formed a law firm, Raisner Roupinian LLP and, with the consent of the Class Representative, transferred this action to their firm.

**PRELIMINARY APPROVAL OF THE SETTLEMENT**

At a hearing held on October 13, 2020 at 11:00 a.m., the U.S. Bankruptcy Court (i) preliminarily approved the Settlement; (ii) approved the mailing of this Notice, and (iii) established a date for a final fairness hearing (the "**Fairness Hearing**") to consider whether to grant final approval of the Settlement.

**COUNSEL TO THE PARTIES**

Any questions you may have concerning the proposed settlement should be directed to René S. Roupinian of Raisner Roupinian LLP, 270 Madison Avenue, Suite 1801, New York, New York 10016, Telephone: (212) 221-1747, or by fax to (212) 221-1747, or by email to [warnlawyers@raisnerroupinian.com](mailto:warnlawyers@raisnerroupinian.com).

Counsel for the Chapter 7 Trustee is Tiffany Brosnan of the law firm of Snell & Wilmer, L.L.P., 600 Anton Blvd., Suite 1400, Costa Mesa, California 92626-7689.

Questions concerning the proposed Settlement should **NOT** be directed to Tiffany Brosnan or the Court.

**THE PROPOSED SETTLEMENT**

The proposed Settlement is set out in the Settlement Agreement (the "**Agreement**"). The following description of the proposed settlement is only a summary and is qualified in its entirety by the terms of the Agreement, and any inconsistency shall be governed by the terms of the Agreement. You may request the complete text of the Agreement from René S. Roupinian of Raisner Roupinian LLP at the contact information listed above.

The terms of the Agreement may be summarized as follows:

- a) **Settlement Class Claim** - Upon the Settlement Order becoming final, the Settlement Class shall be awarded an allowed administrative claim, pursuant to 11 U.S.C. § 503(b)(1)(A), in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) against Debtor ("Settlement Payment").

- 1       b) **Net Settlement Fund** - The “Net Settlement Fund” is the Settlement Payment<sup>2</sup> less the  
2       Class Representative Service Payment, Class Counsel’s Fees and Expenses, the Settlement  
3       Administration Costs, and the Debtor’s share of payroll taxes.
- 4       c) **Individual Class Member Distributions** - The Net Settlement Fund shall be allocated to  
5       each Class Member using the following formula: Class Counsel will calculate each Class  
6       Member’s potential damages under the WARN Act and the CAL-WARN Act based on the  
7       books and records of the Debtor. The twenty-two (22) Class Members who held the title  
8       of district or regional manager who the Trustee, on behalf of the Estate, contends did not  
9       report to the facility located at 3550 Hyland Avenue, Costa Mesa, California, shall have  
10      their potential damages reduced 25% to reflect their litigation risk relative to the rest of the  
11      Class based on whether they worked at a single site of employment as defined by the  
12      WARN Acts. Once the potential damages are calculated for the Class and any risk factor  
13      is applied, the Net Settlement Fund will be distributed on a pro rata basis based on the  
14      relationship that each Class Member’s potential damages bears to the aggregate potential  
15      damages of all Class Members.
- 16  
17  
18      d) **Responsibilities of Class Counsel** - Class Counsel shall be responsible for calculating the  
19      pro rata share of Class Member’s share of the Net Settlement Fund. Class Counsel shall  
20      retain the services of a Settlement Administrator which shall be responsible for the  
21      preparation and mailing of the individual settlement checks to Class Members (including the  
22      checks containing the Class Representative Service Payment) and the preparation of all tax  
23      forms required in connection with the Settlement Agreement.
- 24  
25  
26  
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<sup>2</sup> Or such pro-rata portion of the Settlement Payment as shall be paid by the Trustee pursuant to the order of the Court approving the Trustee’s Final Report.

- 1 e) **Class Representative Service Payment** - Subject to approval of the Court, Plaintiff, as  
2 the Class Representative, shall be entitled to a one-time payment of \$10,000 (the “**Service**  
3 **Payment**”), payable from the Settlement Payment in addition to her pro-rata share of the  
4 settlement.
- 5 f) **Class Counsel Fees**: Subject to the approval of the Court, Class Counsel shall receive  
6 attorneys’ fees in the amount of one-third (1/3) of the Settlement Payment, net of the  
7 Service Payment, Class Counsel’s litigation expenses not to exceed \$10,000 (“**Class**  
8 **Counsel’s Expenses**”), and the cost of Settlement Administrator not to exceed \$7,000  
9 (“Settlement Administration Costs”), all of which shall be paid from the Settlement  
10 Payment.
- 11 g) **Payroll Taxes**: The employer’s share of payroll taxes shall be paid from the Settlement  
12 Payment. For the purpose of calculating applicable taxes, the Parties agreed that eighty  
13 percent (80%) of the amounts actually paid to the Class Members after deducting Class  
14 Counsel’s fees and expenses, the cost of the Settlement Administrator, and the Service  
15 Payment, but before deducting employee taxes, shall constitute wages reportable on  
16 Internal Revenue Service Form W-2 and twenty percent (20%) shall constitute health  
17 insurance payment amounts not subject to backup withholding or employment taxes to  
18 the extent consistent with Internal Revenue Code Regulations.
- 19 h) **Effective Date**: The Settlement Agreement shall become effective upon entry of a final,  
20 non-appealable order of the Bankruptcy Court approving the Settlement under Fed. R.  
21 Bankr. P. 7023 and 9019 or, if an appeal of such order is taken, no stay of the order is  
22 then in effect (the “**Effective Date**”).  
23  
24  
25  
26  
27  
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- 1 i) **Unclaimed Checks:** Settlement checks mailed to Class Members that are not cashed  
2 within six months from their date of issue will be donated to United4Respect, a nonprofit  
3 organization which advocates on behalf of the rights of retail workers.

4 **FINAL HEARING DATE**

5 The proposed Settlement will be presented to the Bankruptcy Court for final approval at the  
6 Fairness Hearing to be held on **December 9, 2020 at 11:00 a.m.** at the United States Bankruptcy  
7 Court, Central District of California, Ronald Reagan Federal Building and Courthouse, 411 West  
8 Fourth Street, Suite 5085/Courtroom 5B, Santa Ana, CA 92701-4593.

9  
10 The Court will, at that time, decide whether the Settlement is fair, reasonable, and adequate to  
11 the Class Members and whether the request of Class Counsel for attorneys' fees and expenses should  
12 be approved. As explained below, you have the right to object to the proposed Settlement including  
13 Class Counsel's request for attorneys' fees and expenses and to appear in person at the Fairness Hearing  
14 to be heard, or to engage counsel to do so on your behalf.

15  
16 **WHAT SHOULD YOU DO IF YOU WANT BE INCLUDED THE SETTLEMENT?**

17 If you want to receive your share of the Settlement, you need do nothing. Assuming the Court  
18 grants final approval of the Settlement, a check will be mailed to you consistent with the terms of the  
19 Settlement. If the name or address information provided on this Notice is incorrect, please provide the  
20 correct information to Class Counsel at: Raisner Roupinian LLP, 270 Madison Avenue, Suite 1801,  
21 New York, New York 10016, Attn: René S. Roupinian or by phone (212) 221-1747 or email  
22 [warnlawyers@raisnerroupinian.com](mailto:warnlawyers@raisnerroupinian.com)

23  
24 **IF THE SETTLEMENT IS APPROVED,  
WHEN WILL I RECEIVE MY SETTLEMENT CHECK?**

25 If the Court approves the Settlement, settlement checks will be mailed to the Class Members  
26 by the Settlement Administrator following the Bankruptcy Court's approval of the Trustee's Final  
27 Report or, provided there is sufficient cash on hand in the Estate, the Trustee, in her sole discretion,  
28

intends to seek Court approval to make a distribution to allowed administrative creditors, including the WARN Class, prior to the conclusion on the Estate.

### **OBJECTIONS**

If you believe the proposed Settlement is unfair or otherwise wish to object to the proposed Settlement, including Class Counsel's request for attorneys' fees and expenses, you must do so by mailing a written statement ("Notice of Objection") setting forth the reason(s) for your objection to the Clerk of the Court (the "Clerk"), United States Bankruptcy Court for the Central District of California, Ronald Reagan Federal Building and Courthouse, 411 West Fourth Street, Santa Ana, CA 92701-4593, and sending copies to (i) Class Counsel, Raisner Roupinian LLP, 270 Madison Avenue, Suite 1801, New York, New York 10016, Attn: René S. Roupinian, and (ii) Counsel for Chapter 7 Trustee, Snell & Wilmer, L.L.P., 600 Anton Blvd., Suite 1400, Costa Mesa, California 92626-7689, Attn: Tiffany Brosnan.

Objections must be **postmarked** no later than **November 25, 2020**. The Notice of Objection must include the case name and number, your name, address, and telephone number together with the basis for your objection.

You also have the right, but are not required, to retain counsel to appear for you, to object on your behalf and to appear at the Fairness Hearing at which the Court will consider whether to finally approve the Settlement. You may also appear at the Fairness Hearing when the Court considers your objection and final approval of the Settlement.

If you elect to engage counsel, your counsel must file an appearance with the Court no later than **November 25, 2020** and, at that time, also file a Notice of Objection on your behalf, as set forth above. Copies of the appearance and the Notice of Objection must be mailed at the same time to Class Counsel and Counsel for the Chapter 7 Trustee, as set forth above.

If you object to the Settlement, you will remain a member of the Class and, if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way and to the same extent as a Class Member who does not object. Any Class Member who does not make and serve his or her written objections in the manner provided above shall be deemed to have waived such

1 objections and shall be foreclosed from making any objections (by appeal or otherwise) to the  
2 proposed Settlement. Any Class Member who does not object to the proposed Settlement need not  
3 appear at the Settlement Hearing.

4 **EFFECT OF THE SETTLEMENT,**  
5 **RELEASE OF ALL CLAIMS ALLEGED IN THE CLASS ACTION COMPLAINT**

6 You, as a Class Member, are entitled to share in the Settlement. In exchange for receiving  
7 your share of the Net Settlement Fund, you will fully and forever release and discharge the Trustee,  
8 the Estate and the Defendants, and their current and former shareholders and affiliated entities and  
9 their respective officers, directors, shareholders, agents, employees, partners, members,  
10 accountants, attorneys, insurers, reinsurers, sureties, representatives and other agents and all of their  
11 respective predecessors, successors and assigns (together the “**Released Parties**”), from all  
12 actions, causes of action, claims, disputes, charges of whatever kind, wages, benefits, expenses,  
13 penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity or whatever  
14 kind or nature, whether based on state or federal law, that are asserted in the WARN Action or which  
15 could have been asserted in this WARN Action based on the facts, allegations and claims asserted in  
16 this WARN Action, including alleged violation of the WARN Act, the CAL-WARN Act and any  
17 other state-specific WARN Act, and any claim that the Releasing Parties may believe arises out of  
18 the calculation or distribution of all or a portion of the Settlement Payment or Net Settlement Fund  
19 by the Settlement Administrator or Class Counsel, including related payroll tax claims (the  
20 “**Released Claims**”). This release does not impact, limit, terminate or in any other manner affect,  
21 modify or change in any way whatsoever any and all rights, claims or demands that the Trustee  
22 and/or the Estate have or claim to have, at any time and in any way, against any and all insurers and  
23 sureties, and each of them, arising out of or in any manner related to the WARN Action or this  
24 Agreement.

25 In connection with this release, and in consideration of the Estate’s payment of the Settlement  
26 Payment<sup>3</sup> provided herein, each and every Class Member will be deemed to also have acknowledged

27 \_\_\_\_\_  
28 <sup>3</sup> Or such pro-rata portion of the Settlement Payment as shall be paid by the Trustee pursuant to the order of the Court approving the Trustee’s Final Report.

1 and agreed that California Labor Code section 206.5 is not applicable to the Parties or any Class  
2 Member because there is a good-faith dispute as to whether any wages are due at all to any Class  
3 Member. Section 206.5 provides in pertinent part as follows:

4 **An employer shall not require the execution of a release of a claim or right on**  
5 **account of wages due, or to become due, or made as an advance on wages to be**  
6 **earned, unless payment of such wages has been made.**

7 All Released Claims of a Class Member (other than those claims to be paid under the terms  
8 of the Settlement) shall be waived, and no person, including the Class Member, shall be entitled to  
9 any further distribution, including but not limited to, any further distribution from the Estate on  
10 account of such claims.

11 **WHAT SHOULD YOU DO IF YOU WANT TO EXCLUDE YOURSELF**  
12 **FROM THE SETTLEMENT (“OPT-OUT”)?**

13 If you received the notice of class action in 2016 and did not opt-out, you are a Class  
14 Member and are bound by the terms of the Settlement. If you were not previously identified as a  
15 Class Member and do not wish to be bound by this Settlement and do not wish to share in any of the  
16 benefits described herein, you may opt-out of the Class by completing and timely returning the  
17 enclosed Exclusion Form to Class Counsel. The request to opt-out must be postmarked no later  
18 than **November 25, 2020**. All requests to opt-out that are postmarked after that date will not be  
19 effective, and any person who sends a late request will be deemed a Class Member.

20 **OTHER INFORMATION**

21 Providing you with this Notice does not mean that the Court has any opinion as to the claims  
22 or defenses of the parties.

23 Requests for more information should be made by phone, email or first-class mail to Class  
24 Counsel as identified above.

25 The Chapter 7 Trustee is not responsible for the content of this Notice.

26 If you have any questions, please do not write, or call the Court or counsel for the Chapter 7  
27 Trustee.  
28

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION**

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Defendants.

ADV. CASE NO. 8:15-ap-01293-TA

**EXCLUSION FORM**

I, the undersigned, have read the foregoing *Notice of Proposed WARN Act Settlement and Fairness Hearing* and understand its contents. I, the undersigned, **do not** want to participate in, receive any benefits from, or be bound by the settlement of the WARN class action.

NAME (Print)

SIGNATURE

PHONE NO.

ADDRESS

DATE

Send completed form to:  
Raisner Roupinian LLP  
270 Madison Avenue, Suite 1801  
New York, NY 10016  
Attn: René S. Roupinian

	<b>Last Name</b>	<b>First Name</b>
1	Addis	Deeanna M.
2	Aguilar *	Alma D
3	Allen	Robert S
4	Allen *	Shawn
5	Attinasi Thomas	Marlena
6	Aoyagi	Glenn S.
7	Avila *	Rafael
8	Baca	Alicia
9	Baez *	Nilda L
10	Batongbacal	Roy M
11	Bonzoumet	Andrea
12	Bridgman	Jerr J
13	Bui	Huong
14	Bulla	Clara
15	Bynon	Timothy
16	Calderon	Fernando
17	Cardona *	Olivia
18	Carmichael	Marvin
19	Carson *	Crista D
20	Chan	Patty
21	Chaplin	Jessica
22	Chavez *	Margaret A.
23	Chermati	Irma
24	Chica *	Kenneth P.
25	Chu	Tuan D
26	Costigan	Neil
27	Cramer	Cheryl A.
28	Crawford	Delrose
29	Davis-Robair *	Michelle
30	Denhoff	Connie
31	Diaz	Christine M.
32	Dimas	Irma A.
33	Dimas	Ramon
34	Duarte	Kiara
35	Duff	Kathy A.
36	Essary *	Travis E.
37	Fabio	Diana
38	Faciane *	Shana L
39	Faust	Kathryn
40	Flores	Lilly V.
41	Franco	Gregory T.
42	Galvin	Peggie R.
43	Gantt	Lauren

\*Regional and District Managers

	<b>Last Name</b>	<b>First Name</b>
44	Garcia	Juan V.
45	Goldman	Michael S.
46	Greilach	David Scott
47	Grieve	Alex
48	Gulickson	Deborah
49	Gunn	Kathleen
50	Heh	Lee Der
51	Hernandez	Yarazed
52	Hernandez	Lorena
53	Houchen	Pamela
54	Huynh	Jason
55	Ignas	Michael
56	James	Terrill N.
57	Johlic	Johanna A
58	Johnson	Sean
59	Johnson	Todd
60	Kang	Harrison
61	Kelly *	Gail
62	Koehler	Jennifer S
63	Kreitlow Jr.	Richard R
64	Kreutel	Sherri
65	Lee	Lyllian J.
66	Liu	Tung Shang
67	Luna	Oscar A
68	Macdonald	Jean M
69	Mach	Andy
70	Magro	Sharon
71	Mananquil	Eva D.
72	Manger	Charles
73	Martin Sardinias	Miguel
74	Martz-Gomez *	Linda Y
75	McClenahan	Carolyn
76	McVey	Michael E.
77	Medlock	Michael
78	Mendoza	Sharon
79	Metry	Baher N
80	Munn	Tyrone
81	Negrete	Magdalena
82	Nelson	Marjorie
83	Nelson III *	Theodore R
84	Newkirk	Wendy C.
85	Nguyen	Bichlan
86	Nguyen	Dao

\*Regional and District Managers

	<b>Last Name</b>	<b>First Name</b>
87	Okimoto	Fay S.
88	Osterloh	Marta
89	Owens	Patricia J
90	Pace	Autumn
91	Partington	John R.
92	Patel *	Arti S.
93	Peterson	Katrina A.
94	Pham	Loan N.
95	Quijas *	Ernestina
96	Quinones *	Hector
97	Rainey	Daniel
98	Rhoten *	Wesley
99	Rice	Thomas
100	Riker	Art
101	Rodriguez *	Lazaro L.
102	Romo	Jose A.
103	Rosario	Michael
104	Ruiz	Gerardo
105	Rutan *	Mitchell
106	Salajczyk	Aleksander
107	Salehi	Jamshid
108	Samo	Christieth A.
109	Sanchez	Ariadna
110	Santiago	Argelia
111	Sharp *	Karla A.
112	Smith *	Michael
113	Sorn	Kimlay
114	Stern	Rosa
115	Stern	Bryan R
116	Stone	Cynthia
117	Stonehill	James
118	Sullivan	Tony L
119	Swisher	Joseph F
120	Tapia	Anna Marie
121	Topp Zaragosa	Suzanne P.
122	Torres	Richard
123	Wels	Susan L
124	Woo	Christopher
125	Wood	Cassandra M.
126	Wooldridge	Pamela R.
127	Zwain	Tarik
128	Zeiss	Melanie

\*Regional and District Managers



**Please be advised that because of the COVID-19 pandemic, the Court will conduct the hearing using ZoomGov audio and video technology.** Information on how to participate in the hearing using ZoomGov is provided on the following page of this notice.

Hearing participants and members of the public may participate in and/or observe the hearing using ZoomGov, free of charge.

Individuals may connect by ZoomGov audio and video using a personal computer (equipped with camera, microphone and speaker), or a handheld mobile device with an integrated camera, microphone and speaker (such as an iPhone, iPad, Android phone or Android tablet). The connection can be initiated by entering the "Meeting URL" into a web browser on any of these devices, provided the device is connected to the Internet. Individuals connecting in this manner will be prompted for the Meeting ID and Password shown below.

Individuals also may connect to the hearing by telephone only, using the telephone number provided below. Individuals connecting in this manner also will be prompted for the Meeting ID and Password.

Neither a Zoom nor a ZoomGov account is necessary to participate in or observe the hearing, and no pre-registration is required.

The audio portion of the hearing will be recorded electronically by the Court and constitute its official record.

All persons are strictly prohibited from making any other recording of court proceedings, whether by video, audio, "screenshot," or otherwise. Violation of this prohibition may result in the imposition of monetary and non-monetary sanctions.

The following is the unique ZoomGov connection information for the above-referenced hearing:

Video/audio web address:	<a href="https://cacb.zoomgov.com/j/1617856928">https://cacb.zoomgov.com/j/1617856928</a>
Meeting ID:	161 785 6928
Password:	337983
Telephone:	1 (669) 254 5252 or 1 (646) 828 7666

More information on using ZoomGov to participate in this hearing is available on the Court's website at the following web address: <https://www.cacb.uscourts.gov/node/7890>

**Served via First Class Mail**

	<b>Last Name</b>	<b>First Name</b>
1	CHAN	PATTY
2	CHAPLIN	JESSICA
3	CHAVEZ	MARGARET A
4	CHERMATI	IRMA
5	CHICA	KENNETH P
6	CHU	TUAN D
7	CRAMER	CHERYL A
8	CRAWFORD	DELROSE
9	DAVIS-ROBAIR	MICHELLE
10	DENHOFF	CONNIE
11	DIAZ	CHRISTINE M
12	DIMAS	IRMA A
13	DIMAS	RAMON
14	DUARTE	KIARA
15	DUFF	KATHY A
16	ESSARY	TRAVIS E
17	FABIO	DIANA
18	FACIANE	SHANA L
19	FAUST	KATHRYN
20	FLORES	LILLY V
21	GALVIN	PEGGIE R
22	GANTT	LAUREN
23	GARCIA	JUAN V
24	GOLDMAN	MICHAEL S
25	GREILACH	DAVID SCOTT
26	GRIEVE	ALEX
27	GUNN	KATHLEEN
28	HERNANDEZ	YARAZED
29	HERNANDEZ	LORENA
30	HOUCHEN	PAMELA
31	IGNAS	MICHAEL
32	JAMES	TERRILL N
33	JOHLIC	JOHANNA A
34	JOHNSON	SEAN
35	JOHNSON	TODD
36	KANG	HARRISON
37	KELLY	GAIL
38	KOEHLER	JENNIFER S
39	KREITLOW JR	RICHARD R
40	KREUTEL	SHERRI
41	LIU	TUNG SHANG
42	LUNA	OSCAR A
43	MACDONALD	JEAN M
44	MACH	ANDY
45	MAGRO	SHARON
46	MANANQUIL	EVA D
47	MARTIN SARDINAS	MIGUEL

**Exhibit C**  
**Served via First Class Mail**

	<b>Last Name</b>	<b>First Name</b>
48	MARTZ-GOMEZ	LINDA Y
49	MCCLENAHAN	CAROLYN
50	MCVEY	MICHAEL E
51	MEDLOCK	MICHAEL
52	MENDOZA	SHARON
53	METRY	BAHER N
54	MUNN	TYRONE
55	NEGRETE	MAGDALENA
56	NELSON	MARJORIE
57	NELSON III	THEODORE R
58	NEWKIRK	WENDY C
59	NGUYEN	DAO
60	OKIMOTO	FAY S
61	OWENS	PATRICIA J
62	PACE	AUTUMN
63	PARTINGTON	JOHN R
64	PATEL	ARTI S
65	PETERSON	KATRINA A
66	PHAM	LOAN N
67	QUIJAS	ERNESTINA
68	QUINONES	HECTOR
69	RAINEY	DANIEL
70	RHOTEN	WESLEY
71	RICE	THOMAS
72	RIKER	ART
73	RODRIGUEZ	LAZARO L
74	ROMO	JOSE A
75	ROSARIO	MICHAEL
76	RUIZ	GERARDO
77	RUTAN	MITCHELL
78	SALAJCZYK	ALEKSANDER
79	SALEHI	JAMSHID
80	SAMO	CHRISTIETH A
81	SANCHEZ	ARIADNA
82	SANTIAGO	ARGELIA
83	SHARP	KARLA A
84	SMITH	MICHAEL
85	SORN	KIMLAY
86	STERN	ROSA
87	STERN	BRYAN R
88	STONEHILL	JAMES
89	SULLIVAN	TONY L
90	SWISHER	JOSEPH F
91	TOPP ZARAGOSA	SUZANNE P
92	TORRES	RICHARD
93	WELS	SUSAN L
94	WOOD	CASSANDRA M

**Exhibit C**

**Served via First Class Mail**

	<b>Last Name</b>	<b>First Name</b>
95	WOOLDRIDGE	PAMELA R
96	ZWAIN	TARIK
97	ADDIS	DEEANNA M
98	AGUILAR	ALMA D
99	ALLEN	ROBERT S
100	ALLEN	SHAWN
101	AOYAGI	GLENN S
102	AVILA	RAFAEL
103	BAEZ	NILDA L
104	BATONGBACAL	ROY M
105	BUI	HUONG
106	BULLA	CLARA
107	BYNON	TIMOTHY
108	CALDERON	FERNANDO
109	CARDONA	OLIVIA
110	CARMICHAEL	MARVIN
111	CARSON	CRISTA D

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION**

In re:

ANNA'S LINENS, INC.,  
  
Debtor.

Case No.: 8:15-bk-13008-TA

Chapter 11

LINDA MARTZ-GOMEZ on her own behalf  
and on behalf of all other persons similarly  
situated,

Plaintiff,

v.

ANNA'S LINENS, INC., DBA ANNA'S  
LINENS; DBA LINENS OUTLET; FKA  
ANNA'S LINEN COMPANY; DBA ANNA'S  
and JOHN DOE'S 1-5,

Defendants.

ADV. CASE NO. 8:15-ap-01293-TA

**NOTICE OF PROPOSED WARN ACT  
SETTLEMENT AND FAIRNESS HEARING**

Hearing:

Date: December 9, 2020

Time: 11:00 a.m.

Place: Courtroom 5B

411 West Fourth Street  
Santa Ana, California 92701

There is currently pending before the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "**Bankruptcy Court**") a lawsuit entitled *Martz-Gomez v. Anna's Linens, Inc.*, Adv. Proceeding No. 8:15-ap-01293-TA (the "**Action**"). The parties to this Action have reached a proposed settlement (the "**Settlement**") under which, among other things, benefits would be provided to Class Counsel, the Class Representative and Class Members (each defined below). The Bankruptcy Court has authorized the dissemination of this Notice. You should review this Notice carefully as your rights may be affected by the proposed Settlement.

**SUMMARY OF THE CLASS**

A Class was certified on March 14, 2016 by this Court. The "**Class**" is defined as: Plaintiff and all other similarly situated former employees who worked at or reported to the facility located at 3550 Hyland Avenue, Costa Mesa, California who were terminated without cause on or about June 19,

1 2015, within 30 days of June 19, 2015, or in anticipation of, or as the foreseeable consequence of, the  
2 mass layoff or plant closing ordered by Defendants on or about June 19, 2015, who are affected  
3 employees, within the meaning of 29 U.S.C. § 2101(a)(5), and who have not filed a timely request to  
4 opt-out of the class.” The class representative, Linda Martz-Gomez (the “**Class Representative**”), is  
5 a former employee of Anna’s Linens, Inc. (the “**Debtor**”) and brought this Action on behalf of the  
6 Class Members.

### 7 **CASE BACKGROUND**

8 1. On June 14, 2015, Debtor filed for Chapter 11 bankruptcy in this Court (Case No. 8:15-  
9 bk-13008-TA).

10 2. Plaintiff Linda Martz-Gomez, who is a former employee of the Debtor, was terminated  
11 from her job on or about June 19, 2015. On July 1, 2015, Plaintiff filed an action against the  
12 Defendants claiming that she and other former employees of the Debtor were terminated as part of a  
13 mass layoff or plant closing and did not receive written notice at least 60 days in advance of their  
14 terminations under the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101  
15 *et seq.* and California Labor Code §§ 1400 – 1408 (the “**WARN Acts**”). She claims that because  
16 proper notice was not given, she and those similarly situated are entitled to an award of 60 days’ wages  
17 and benefits under the WARN Acts.

18 3. On August 24, 2015, the Debtor filed an Answer to Plaintiff’s Complaint generally  
19 denying Plaintiff’s allegations and asserting several affirmative defenses. Among the affirmative  
20 defenses the Debtor asserts are that unforeseeable business circumstances prevented it from giving  
21 Plaintiff and Class Members the required 60 days’ notice, that any obligation to give 60 days’ notice  
22 was reduced because it was actively seeking business that would have postponed or prevented the  
23 layoffs, that it had a good faith and reasonable belief its actions were lawful, and that it was a  
24 liquidating fiduciary and, therefore, not required to give WARN notice to its employees.

25 4. As part of the Court’s order certifying this case as a class action, the Court appointed  
26 the Plaintiff as the Class Representative and her counsel as Class Counsel.

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1           5.       On April 4, 2016, a Notice of the Class Action was mailed to 114 class members  
2 informing them of the nature of the class action and giving them the opportunity to opt-out of the Class.  
3 Three individuals opted-out of the Class and will not share in the Settlement, should the Court grant final  
4 approval.

5           6.       On March 30, 2016, the Debtor's Chapter 11 bankruptcy was converted to a Chapter 7  
6 bankruptcy. Karen Sue Naylor was appointed the Chapter 7 Trustee for the Debtor's estate ("**Chapter**  
7 **7 Trustee**"). (Case No. 8:15-bk-13008-TA). The Chapter 7 Trustee oversees the liquidation and  
8 distribution of the Debtor's assets to its creditors.

9           7.       In April 2016, Plaintiff served Initial Rule 26(a) Disclosures, a First Request for  
10 Production of Documents and First Set of Interrogatories on the Debtor, seeking information relating  
11 to her termination and the termination of the Class Members.

12           8.       Beginning in 2018, the Parties engaged in good faith arms-length settlement  
13 discussions including the informal exchange of damage calculations and relevant documents and  
14 information. Those discussions continued until 2020 when the Parties<sup>1</sup> reached a proposed settlement  
15 of the class action, subject to Court approval.

16           9.       During the parties' settlement discussions, it was determined seventeen (17) former  
17 employees of the Debtor fell within the definition of the Class but did not receive notice of the class  
18 action. Accordingly, together with this Notice of Proposed Settlement and Fairness Hearing the 17  
19 class members are also receiving an Opt-Out form giving them the opportunity to exclude themselves  
20 from this Action and the benefits of the proposed Settlement. The complete list of Class Members is  
21 attached here as **Exhibit A**.

22           10.      The Parties recognize that the outcome of this Action is uncertain. The Parties also  
23 acknowledge that the Anna's Linens' Estate has limited resources and that recoveries to Class  
24 Members and other creditors can best be maximized by resolving the WARN Action in a consensual  
25 manner, thereby avoiding extensive, costly, and uncertain litigation.

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<sup>1</sup> Effective January 1, 2020, Jack A. Raisner and René S. Roupinian, who were appointed Class Counsel, formed a law firm, Raisner Roupinian LLP and, with the consent of the Class Representative, transferred this action to their firm.

**PRELIMINARY APPROVAL OF THE SETTLEMENT**

At a hearing held on October 13, 2020 at 11:00 a.m., the U.S. Bankruptcy Court (i) preliminarily approved the Settlement; (ii) approved the mailing of this Notice, and (iii) established a date for a final fairness hearing (the "**Fairness Hearing**") to consider whether to grant final approval of the Settlement.

**COUNSEL TO THE PARTIES**

Any questions you may have concerning the proposed settlement should be directed to René S. Roupinian of Raisner Roupinian LLP, 270 Madison Avenue, Suite 1801, New York, New York 10016, Telephone: (212) 221-1747, or by fax to (212) 221-1747, or by email to [warnlawyers@raisnerroupinian.com](mailto:warnlawyers@raisnerroupinian.com).

Counsel for the Chapter 7 Trustee is Tiffany Brosnan of the law firm of Snell & Wilmer, L.L.P., 600 Anton Blvd., Suite 1400, Costa Mesa, California 92626-7689.

Questions concerning the proposed Settlement should **NOT** be directed to Tiffany Brosnan or the Court.

**THE PROPOSED SETTLEMENT**

The proposed Settlement is set out in the Settlement Agreement (the "**Agreement**"). The following description of the proposed settlement is only a summary and is qualified in its entirety by the terms of the Agreement, and any inconsistency shall be governed by the terms of the Agreement. You may request the complete text of the Agreement from René S. Roupinian of Raisner Roupinian LLP at the contact information listed above.

The terms of the Agreement may be summarized as follows:

- a) **Settlement Class Claim** - Upon the Settlement Order becoming final, the Settlement Class shall be awarded an allowed administrative claim, pursuant to 11 U.S.C. § 503(b)(1)(A), in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) against Debtor ("Settlement Payment").



- 1       b) **Net Settlement Fund** - The “Net Settlement Fund” is the Settlement Payment<sup>2</sup> less the  
2       Class Representative Service Payment, Class Counsel’s Fees and Expenses, the Settlement  
3       Administration Costs, and the Debtor’s share of payroll taxes.
- 4       c) **Individual Class Member Distributions** - The Net Settlement Fund shall be allocated to  
5       each Class Member using the following formula: Class Counsel will calculate each Class  
6       Member’s potential damages under the WARN Act and the CAL-WARN Act based on the  
7       books and records of the Debtor. The twenty-two (22) Class Members who held the title  
8       of district or regional manager who the Trustee, on behalf of the Estate, contends did not  
9       report to the facility located at 3550 Hyland Avenue, Costa Mesa, California, shall have  
10      their potential damages reduced 25% to reflect their litigation risk relative to the rest of the  
11      Class based on whether they worked at a single site of employment as defined by the  
12      WARN Acts. Once the potential damages are calculated for the Class and any risk factor  
13      is applied, the Net Settlement Fund will be distributed on a pro rata basis based on the  
14      relationship that each Class Member’s potential damages bears to the aggregate potential  
15      damages of all Class Members.
- 16  
17  
18      d) **Responsibilities of Class Counsel** - Class Counsel shall be responsible for calculating the  
19      pro rata share of Class Member’s share of the Net Settlement Fund. Class Counsel shall  
20      retain the services of a Settlement Administrator which shall be responsible for the  
21      preparation and mailing of the individual settlement checks to Class Members (including the  
22      checks containing the Class Representative Service Payment) and the preparation of all tax  
23      forms required in connection with the Settlement Agreement.
- 24  
25  
26  
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<sup>2</sup> Or such pro-rata portion of the Settlement Payment as shall be paid by the Trustee pursuant to the order of the Court approving the Trustee’s Final Report.

- 1 e) **Class Representative Service Payment** - Subject to approval of the Court, Plaintiff, as  
2 the Class Representative, shall be entitled to a one-time payment of \$10,000 (the “**Service**  
3 **Payment**”), payable from the Settlement Payment in addition to her pro-rata share of the  
4 settlement.
- 5 f) **Class Counsel Fees**: Subject to the approval of the Court, Class Counsel shall receive  
6 attorneys’ fees in the amount of one-third (1/3) of the Settlement Payment, net of the  
7 Service Payment, Class Counsel’s litigation expenses not to exceed \$10,000 (“**Class**  
8 **Counsel’s Expenses**”), and the cost of Settlement Administrator not to exceed \$7,000  
9 (“Settlement Administration Costs”), all of which shall be paid from the Settlement  
10 Payment.
- 11 g) **Payroll Taxes**: The employer’s share of payroll taxes shall be paid from the Settlement  
12 Payment. For the purpose of calculating applicable taxes, the Parties agreed that eighty  
13 percent (80%) of the amounts actually paid to the Class Members after deducting Class  
14 Counsel’s fees and expenses, the cost of the Settlement Administrator, and the Service  
15 Payment, but before deducting employee taxes, shall constitute wages reportable on  
16 Internal Revenue Service Form W-2 and twenty percent (20%) shall constitute health  
17 insurance payment amounts not subject to backup withholding or employment taxes to  
18 the extent consistent with Internal Revenue Code Regulations.
- 19 h) **Effective Date**: The Settlement Agreement shall become effective upon entry of a final,  
20 non-appealable order of the Bankruptcy Court approving the Settlement under Fed. R.  
21 Bankr. P. 7023 and 9019 or, if an appeal of such order is taken, no stay of the order is  
22 then in effect (the “**Effective Date**”).  
23  
24  
25  
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- 1 i) **Unclaimed Checks:** Settlement checks mailed to Class Members that are not cashed  
2 within six months from their date of issue will be donated to United4Respect, a nonprofit  
3 organization which advocates on behalf of the rights of retail workers.

4 **FINAL HEARING DATE**

5 The proposed Settlement will be presented to the Bankruptcy Court for final approval at the  
6 Fairness Hearing to be held on **December 9, 2020 at 11:00 a.m.** at the United States Bankruptcy  
7 Court, Central District of California, Ronald Reagan Federal Building and Courthouse, 411 West  
8 Fourth Street, Suite 5085/Courtroom 5B, Santa Ana, CA 92701-4593.

9  
10 The Court will, at that time, decide whether the Settlement is fair, reasonable, and adequate to  
11 the Class Members and whether the request of Class Counsel for attorneys' fees and expenses should  
12 be approved. As explained below, you have the right to object to the proposed Settlement including  
13 Class Counsel's request for attorneys' fees and expenses and to appear in person at the Fairness Hearing  
14 to be heard, or to engage counsel to do so on your behalf.

15  
16 **WHAT SHOULD YOU DO IF YOU WANT BE INCLUDED THE SETTLEMENT?**

17 If you want to receive your share of the Settlement, you need do nothing. Assuming the Court  
18 grants final approval of the Settlement, a check will be mailed to you consistent with the terms of the  
19 Settlement. If the name or address information provided on this Notice is incorrect, please provide the  
20 correct information to Class Counsel at: Raisner Roupinian LLP, 270 Madison Avenue, Suite 1801,  
21 New York, New York 10016, Attn: René S. Roupinian or by phone (212) 221-1747 or email  
22 [warnlawyers@raisnerroupinian.com](mailto:warnlawyers@raisnerroupinian.com)

23  
24 **IF THE SETTLEMENT IS APPROVED,  
WHEN WILL I RECEIVE MY SETTLEMENT CHECK?**

25 If the Court approves the Settlement, settlement checks will be mailed to the Class Members  
26 by the Settlement Administrator following the Bankruptcy Court's approval of the Trustee's Final  
27 Report or, provided there is sufficient cash on hand in the Estate, the Trustee, in her sole discretion,  
28

intends to seek Court approval to make a distribution to allowed administrative creditors, including the WARN Class, prior to the conclusion on the Estate.

### **OBJECTIONS**

If you believe the proposed Settlement is unfair or otherwise wish to object to the proposed Settlement, including Class Counsel's request for attorneys' fees and expenses, you must do so by mailing a written statement ("Notice of Objection") setting forth the reason(s) for your objection to the Clerk of the Court (the "Clerk"), United States Bankruptcy Court for the Central District of California, Ronald Reagan Federal Building and Courthouse, 411 West Fourth Street, Santa Ana, CA 92701-4593, and sending copies to (i) Class Counsel, Raisner Roupinian LLP, 270 Madison Avenue, Suite 1801, New York, New York 10016, Attn: René S. Roupinian, and (ii) Counsel for Chapter 7 Trustee, Snell & Wilmer, L.L.P., 600 Anton Blvd., Suite 1400, Costa Mesa, California 92626-7689, Attn: Tiffany Brosnan.

Objections must be **postmarked** no later than **November 25, 2020**. The Notice of Objection must include the case name and number, your name, address, and telephone number together with the basis for your objection.

You also have the right, but are not required, to retain counsel to appear for you, to object on your behalf and to appear at the Fairness Hearing at which the Court will consider whether to finally approve the Settlement. You may also appear at the Fairness Hearing when the Court considers your objection and final approval of the Settlement.

If you elect to engage counsel, your counsel must file an appearance with the Court no later than **November 25, 2020** and, at that time, also file a Notice of Objection on your behalf, as set forth above. Copies of the appearance and the Notice of Objection must be mailed at the same time to Class Counsel and Counsel for the Chapter 7 Trustee, as set forth above.

If you object to the Settlement, you will remain a member of the Class and, if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way and to the same extent as a Class Member who does not object. Any Class Member who does not make and serve his or her written objections in the manner provided above shall be deemed to have waived such

1 objections and shall be foreclosed from making any objections (by appeal or otherwise) to the  
2 proposed Settlement. Any Class Member who does not object to the proposed Settlement need not  
3 appear at the Settlement Hearing.

4 **EFFECT OF THE SETTLEMENT,**  
5 **RELEASE OF ALL CLAIMS ALLEGED IN THE CLASS ACTION COMPLAINT**

6 You, as a Class Member, are entitled to share in the Settlement. In exchange for receiving  
7 your share of the Net Settlement Fund, you will fully and forever release and discharge the Trustee,  
8 the Estate and the Defendants, and their current and former shareholders and affiliated entities and  
9 their respective officers, directors, shareholders, agents, employees, partners, members,  
10 accountants, attorneys, insurers, reinsurers, sureties, representatives and other agents and all of their  
11 respective predecessors, successors and assigns (together the “**Released Parties**”), from all  
12 actions, causes of action, claims, disputes, charges of whatever kind, wages, benefits, expenses,  
13 penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity or whatever  
14 kind or nature, whether based on state or federal law, that are asserted in the WARN Action or which  
15 could have been asserted in this WARN Action based on the facts, allegations and claims asserted in  
16 this WARN Action, including alleged violation of the WARN Act, the CAL-WARN Act and any  
17 other state-specific WARN Act, and any claim that the Releasing Parties may believe arises out of  
18 the calculation or distribution of all or a portion of the Settlement Payment or Net Settlement Fund  
19 by the Settlement Administrator or Class Counsel, including related payroll tax claims (the  
20 “**Released Claims**”). This release does not impact, limit, terminate or in any other manner affect,  
21 modify or change in any way whatsoever any and all rights, claims or demands that the Trustee  
22 and/or the Estate have or claim to have, at any time and in any way, against any and all insurers and  
23 sureties, and each of them, arising out of or in any manner related to the WARN Action or this  
24 Agreement.

25 In connection with this release, and in consideration of the Estate’s payment of the Settlement  
26 Payment<sup>3</sup> provided herein, each and every Class Member will be deemed to also have acknowledged

27 \_\_\_\_\_  
28 <sup>3</sup> Or such pro-rata portion of the Settlement Payment as shall be paid by the Trustee pursuant to the order of the Court approving the Trustee’s Final Report.

1 and agreed that California Labor Code section 206.5 is not applicable to the Parties or any Class  
2 Member because there is a good-faith dispute as to whether any wages are due at all to any Class  
3 Member. Section 206.5 provides in pertinent part as follows:

4 **An employer shall not require the execution of a release of a claim or right on**  
5 **account of wages due, or to become due, or made as an advance on wages to be**  
6 **earned, unless payment of such wages has been made.**

7 All Released Claims of a Class Member (other than those claims to be paid under the terms  
8 of the Settlement) shall be waived, and no person, including the Class Member, shall be entitled to  
9 any further distribution, including but not limited to, any further distribution from the Estate on  
10 account of such claims.

11 **WHAT SHOULD YOU DO IF YOU WANT TO EXCLUDE YOURSELF**  
12 **FROM THE SETTLEMENT (“OPT-OUT”)?**

13 If you received the notice of class action in 2016 and did not opt-out, you are a Class  
14 Member and are bound by the terms of the Settlement. If you were not previously identified as a  
15 Class Member and do not wish to be bound by this Settlement and do not wish to share in any of the  
16 benefits described herein, you may opt-out of the Class by completing and timely returning the  
17 enclosed Exclusion Form to Class Counsel. The request to opt-out must be postmarked no later  
18 than **November 25, 2020**. All requests to opt-out that are postmarked after that date will not be  
19 effective, and any person who sends a late request will be deemed a Class Member.

20 **OTHER INFORMATION**

21 Providing you with this Notice does not mean that the Court has any opinion as to the claims  
22 or defenses of the parties.

23 Requests for more information should be made by phone, email or first-class mail to Class  
24 Counsel as identified above.

25 The Chapter 7 Trustee is not responsible for the content of this Notice.

26 If you have any questions, please do not write, or call the Court or counsel for the Chapter 7  
27 Trustee.  
28

	<b>Last Name</b>	<b>First Name</b>
1	Addis	Deeanna M.
2	Aguilar *	Alma D
3	Allen	Robert S
4	Allen *	Shawn
5	Attinasi Thomas	Marlena
6	Aoyagi	Glenn S.
7	Avila *	Rafael
8	Baca	Alicia
9	Baez *	Nilda L
10	Batongbacal	Roy M
11	Bonzoumet	Andrea
12	Bridgman	Jerr J
13	Bui	Huong
14	Bulla	Clara
15	Bynon	Timothy
16	Calderon	Fernando
17	Cardona *	Olivia
18	Carmichael	Marvin
19	Carson *	Crista D
20	Chan	Patty
21	Chaplin	Jessica
22	Chavez *	Margaret A.
23	Chermati	Irma
24	Chica *	Kenneth P.
25	Chu	Tuan D
26	Costigan	Neil
27	Cramer	Cheryl A.
28	Crawford	Delrose
29	Davis-Robair *	Michelle
30	Denhoff	Connie
31	Diaz	Christine M.
32	Dimas	Irma A.
33	Dimas	Ramon
34	Duarte	Kiara
35	Duff	Kathy A.
36	Essary *	Travis E.
37	Fabio	Diana
38	Faciane *	Shana L
39	Faust	Kathryn
40	Flores	Lilly V.
41	Franco	Gregory T.
42	Galvin	Peggie R.
43	Gantt	Lauren

\*Regional and District Managers

	<b>Last Name</b>	<b>First Name</b>
44	Garcia	Juan V.
45	Goldman	Michael S.
46	Greilach	David Scott
47	Grieve	Alex
48	Gulickson	Deborah
49	Gunn	Kathleen
50	Heh	Lee Der
51	Hernandez	Yarazed
52	Hernandez	Lorena
53	Houchen	Pamela
54	Huynh	Jason
55	Ignas	Michael
56	James	Terrill N.
57	Johlic	Johanna A
58	Johnson	Sean
59	Johnson	Todd
60	Kang	Harrison
61	Kelly *	Gail
62	Koehler	Jennifer S
63	Kreitlow Jr.	Richard R
64	Kreutel	Sherri
65	Lee	Lyllian J.
66	Liu	Tung Shang
67	Luna	Oscar A
68	Macdonald	Jean M
69	Mach	Andy
70	Magro	Sharon
71	Mananquil	Eva D.
72	Manger	Charles
73	Martin Sardinias	Miguel
74	Martz-Gomez *	Linda Y
75	McClenahan	Carolyn
76	McVey	Michael E.
77	Medlock	Michael
78	Mendoza	Sharon
79	Metry	Baher N
80	Munn	Tyrone
81	Negrete	Magdalena
82	Nelson	Marjorie
83	Nelson III *	Theodore R
84	Newkirk	Wendy C.
85	Nguyen	Bichlan
86	Nguyen	Dao

\*Regional and District Managers



	<b>Last Name</b>	<b>First Name</b>
87	Okimoto	Fay S.
88	Osterloh	Marta
89	Owens	Patricia J
90	Pace	Autumn
91	Partington	John R.
92	Patel *	Arti S.
93	Peterson	Katrina A.
94	Pham	Loan N.
95	Quijas *	Ernestina
96	Quinones *	Hector
97	Rainey	Daniel
98	Rhoten *	Wesley
99	Rice	Thomas
100	Riker	Art
101	Rodriguez *	Lazaro L.
102	Romo	Jose A.
103	Rosario	Michael
104	Ruiz	Gerardo
105	Rutan *	Mitchell
106	Salajczyk	Aleksander
107	Salehi	Jamshid
108	Samo	Christieth A.
109	Sanchez	Ariadna
110	Santiago	Argelia
111	Sharp *	Karla A.
112	Smith *	Michael
113	Sorn	Kimlay
114	Stern	Rosa
115	Stern	Bryan R
116	Stone	Cynthia
117	Stonehill	James
118	Sullivan	Tony L
119	Swisher	Joseph F
120	Tapia	Anna Marie
121	Topp Zaragosa	Suzanne P.
122	Torres	Richard
123	Wels	Susan L
124	Woo	Christopher
125	Wood	Cassandra M.
126	Wooldridge	Pamela R.
127	Zwain	Tarik
128	Zeiss	Melanie

\*Regional and District Managers

**Please be advised that because of the COVID-19 pandemic, the Court will conduct the hearing using ZoomGov audio and video technology.** Information on how to participate in the hearing using ZoomGov is provided on the following page of this notice.

Hearing participants and members of the public may participate in and/or observe the hearing using ZoomGov, free of charge.

Individuals may connect by ZoomGov audio and video using a personal computer (equipped with camera, microphone and speaker), or a handheld mobile device with an integrated camera, microphone and speaker (such as an iPhone, iPad, Android phone or Android tablet). The connection can be initiated by entering the "Meeting URL" into a web browser on any of these devices, provided the device is connected to the Internet. Individuals connecting in this manner will be prompted for the Meeting ID and Password shown below.

Individuals also may connect to the hearing by telephone only, using the telephone number provided below. Individuals connecting in this manner also will be prompted for the Meeting ID and Password.

Neither a Zoom nor a ZoomGov account is necessary to participate in or observe the hearing, and no pre-registration is required.

The audio portion of the hearing will be recorded electronically by the Court and constitute its official record.

All persons are strictly prohibited from making any other recording of court proceedings, whether by video, audio, "screenshot," or otherwise. Violation of this prohibition may result in the imposition of monetary and non-monetary sanctions.

The following is the unique ZoomGov connection information for the above-referenced hearing:

Video/audio web address:	<a href="https://cacb.zoomgov.com/j/1617856928">https://cacb.zoomgov.com/j/1617856928</a>
Meeting ID:	161 785 6928
Password:	337983
Telephone:	1 (669) 254 5252 or 1 (646) 828 7666

More information on using ZoomGov to participate in this hearing is available on the Court's website at the following web address: <https://www.cacb.uscourts.gov/node/7890>