

**NOTICE OF CLASS AND PAGA ACTION SETTLEMENT**

**THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.**

*Abigail Johnson v. SunWest Milling, Inc. and SunWest Foods, Inc.*  
Superior Court of the State of California for the County of Butte Case No. 23CV02012

**If you worked for *SunWest Milling, Inc. and SunWest Foods, Inc. (SunWest)* in California from July 21, 2019 through September 18, 2024, you may be entitled to receive a payment from a class action settlement. Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this Notice.**

*This is a court-authorized Notice. It is not a solicitation from a lawyer. You are not being sued.*

- You have been identified as a Class Member in a lawsuit brought by a former employee of *SunWest Milling, Inc. and SunWest Foods, Inc. (SunWest)*
- The Court has preliminarily approved a class action settlement that will affect all current and former non-exempt employees for *SunWest Milling, Inc. and SunWest Foods, Inc. (SunWest)* in California from July 21, 2019 through September 18, 2024.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

<p><b>PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u></b></p>	<p><b>Stay in this lawsuit. Receive a payment. Give up certain rights.</b> By doing nothing, you become part of the Settlement Class and will collect a Settlement Award as detailed below. You will automatically receive a payment from the Settlement if the “Court” (the Superior Court of California, County of Butte) finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.</p>
<p><b>OBJECT TO THE SETTLEMENT</b></p>	<p><b>Stay in this lawsuit. May give up certain rights.</b> If you wish to object to the Settlement, you may submit a written objection and supporting papers to the “Settlement Administrator” (Atticus Administration, a neutral third-party administrator mutually chosen by the Parties and approved by the Court). Any written objections will be provided to the Court. You may also offer your oral comments at the “Final Approval Hearing” (the Court’s hearing on the motion for final approval of the Settlement). In order to object, you must not have excluded yourself from the Settlement.</p> <p>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 as Class Members who do not object.</p>
<p><b>ASK TO BE EXCLUDED</b></p>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b> If you submit a “Request for Exclusion” (a Class Member’s submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member), you will not receive a settlement payment.</p> <p>Private Attorneys General Act (PAGA) Members (as defined below) cannot opt-out of the PAGA portion of the proposed Settlement and will receive their Individual PAGA Payments (the PAGA Members’ pro rata share of the 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA period) even if they opt-out of the Class Settlement.</p> <p>If you ask to be excluded from the Settlement, you won’t share in the Settlement. But you keep any rights to sue <i>SunWest Milling, Inc. and SunWest Foods, Inc. (SunWest)</i> separately about the legal claims raised or that could have been raised in this lawsuit.</p>

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## BASIC INFORMATION

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

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Abigail Johnson v. SunWest Milling, Inc. and SunWest Foods, Inc.*, the Superior Court of California, County of Butte, Case No. 23CV02012 (the “Action”). Plaintiff Abigail Johnson (“Plaintiff” or “Class Representative”) has sued SunWest Milling, Inc. and SunWest Foods, Inc. (hereinafter, “Defendants”), claiming that Defendants violated California law by purportedly failing to pay minimum and overtime wages; claims of meal and rest period violations; failing to furnish timely and accurate wage statements; wages not timely paid upon termination; violation of the California Business and Professions Code; and the Private Attorneys General Act (“PAGA”).

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons who worked for Defendants as non-exempt employees or temporary workers through an agency in California during the period of July 21, 2019 through September 18, 2024.

*The Court has also granted preliminary approval for a “PAGA Group” defined as follows:*

All persons who worked for Defendants as non-exempt employees or temporary workers through an agency in California during the period from July 21, 2022 through September 18, 2024.

Defendants’ employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “PAGA Member”). The Court directed that this Notice be sent to all Class Members and PAGA Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Members who have not opted out of the Settlement and to all PAGA Members.

This Notice explains the Action, the Settlement, your legal rights and options that you may exercise as part of this Settlement.

### 2. What is this lawsuit about?

On July 21, 2023, Plaintiff filed a class action against the Defendants alleging several violations of California wage and hour laws. Plaintiff filed her lawsuit on behalf of herself and on behalf of all current and former non-exempt employees. Plaintiff’s complaint alleges that Defendants: (1) failed to pay unpaid overtime; (2) failed to pay meal period premiums; (3) failed to pay rest period premiums; (4) failed to pay minimum wages; (5) failed to furnish timely and accurate wage statements; (6) failed to timely pay wage statements upon termination; and (7) violation of California Business and Professions Code.

On October 10, 2023, Plaintiff amended her complaint to add a cause of action which alleges that Defendants owe civil penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2699, *et seq.* (“Operative Complaint”).

This lawsuit is about whether SunWest provided meal periods, permitted rest breaks, paid overtime and minimum wages, paid all wages owed upon termination of employment, and provided proper wage statements, as required by applicable California laws.

SunWest disputes the allegations in the lawsuit. SunWest denies that they owe the monies claimed in the lawsuit. However, SunWest have agreed to settle the Action to avoid the expense of litigation.

### **3. What is a class action and who is involved?**

In a class action lawsuit such as this, a person called a "Class Representative" sues on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the Plaintiff. The companies sued (in this case SunWest) are called the Defendant. One court resolves the issues for everyone in the Class — except for those people who choose to exclude themselves from the Class.

### **4. Why is this lawsuit a class action?**

As part of the Settlement with SunWest, Plaintiff and SunWest agreed to conditionally certify the class with respect to all of the claims Plaintiff alleged against SunWest as a class action, for settlement purposes only, and to move towards Court approval of the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed upon Class for settlement purposes should not be viewed as a prediction that Plaintiff or the Class would ultimately prevail on the merits.

### **5. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows both parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all Class Members who have not opted out of the Settlement will receive compensation and all PAGA Members will receive compensation. The Settlement is not an admission of liability by Defendants. The Class Representative and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

### **6. What are the terms of the proposed settlement?**

SunWest has agreed to pay \$1,200,000.00 to settle the Action (the "Gross Settlement Amount"), which includes payments to the Class, incentive award to the Class Representative, administration costs, attorneys' fees and costs, and payment to the LWDA.

The major terms of the Settlement are as follows:

1. SunWest has agreed to pay \$1,200,000.00 to settle the claims made in this lawsuit. This is also known as the Gross Settlement Fund.
2. Plaintiff has agreed to release all of her claims against SunWest.
3. Plaintiff seeks the following deductions from the \$1,200,000.00 Gross Settlement Fund:
  - a. One-third of the Gross Settlement Fund (equal to \$400,000) for Class Counsel Attorneys' Fees.
  - b. Up to \$15,000.00 for reimbursement of Class Counsel's litigation costs.
  - c. An incentive award of \$10,000.00 for Plaintiff Abigail Johnson for having filed this action, work performed, and risks undertaken.
  - d. Up to \$15,900.00 to cover the costs of the Settlement Administrator.

- e. Payment of \$50,000.00 to the Labor and Workforce Development Agency for release of Private Attorney General Act claims.

If the Court approves each of the requested amounts from the Gross Settlement Fund, the Parties estimate there will be approximately \$709,100.00 remaining. The remaining funds will be referred to as the Net Settlement Fund. The Net Settlement Fund will be distributed to Class Members who do not request exclusion (“Participating Class Members”) and according to the following formula:

After the time to object or opt-out of the Settlement has passed and after final approval by the Court, Participating Class Members will be paid a pro rata share of the Net Settlement Fund based on their individual weeks worked for SunWest during the period of July 21, 2019 through September 18, 2024 (the "Class Period").

Your estimated individual Settlement payment is listed in section 8 of the Notice. Payroll deductions will be made to your individual Settlement payment for state and federal withholding taxes and any other applicable payroll deductions owed by you. No portion of the Gross Settlement Amount will be returned to Defendants.

### **WHO IS IN THE CLASS?**

#### **7. Am I part of this Class?**

The Class includes all of SunWest current and former non-exempt employees, including any temporary workers hired through an agency, who worked for SunWest in California from July 21, 2019 through September 18, 2024 (the “Class Period”).

### **YOUR RIGHTS AND OPTIONS**

You have to decide whether to stay in the Class or ask to be excluded from the Settlement, and you have to decide this by no later than December 23, 2024.

#### **8. What is my approximate Settlement Payment?**

Each participating Class Member will receive a pro rata share of the Net Settlement Fund based on the number of Workweeks (defined as any week during which a Class Member worked for Defendants for at least one day during the Class Period) the person worked for Defendants as a non-exempt employee during the Class Period. Any Workweek in which a Class Member worked at least one day shall be counted as a Workweek.

To calculate a participating Class Member’s Individual Class Payment, the Net Settlement Amount will be divided by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member’s Workweeks.

According to payroll records maintained by SunWest, the total number of weeks you worked for SunWest during the Class Period is <<workweeks>>.

Based on information provided above and anticipated court-approved deductions, it is estimated your share of the Settlement proceeds for the Class Period will be \$<<estimated award>>, less applicable taxes, withholdings and employee garnishments.

Please note that each participating Class Member will be responsible for his/her share of taxes attributable to the receipt of an Individual Class Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Participating Class Members should consult with their tax advisors concerning the tax consequences of the Individual Class Payment they receive under the Settlement.

Each PAGA Member will receive a pro rata share of the Individual PAGA Payments based on the number of Pay Periods (defined as any pay period in which a PAGA Member performed work for Defendants at least one day during the PAGA Period) the person worked for Defendants as a non-exempt employee during the "PAGA Period", defined as the period of time from July 21, 2022 to September 18, 2024. Any Pay Period in which a PAGA Member worked at least one day shall be counted as a Pay Period.

To calculate a PAGA Member's Individual PAGA Payment, the Individual PAGA Payment will be divided by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and multiplying the result by each PAGA Member's Pay Periods.

According to payroll records maintained by SunWest, your compensable pay periods during the PAGA Period are <<PAGAPayPeriods>>.

Your estimate Individual PAGA Payment is <<PAGAPayment>>.

All Settlement Payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Member will receive an IRS Form-1099 for his or her Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

The parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members and PAGA Members should consult with their tax advisors concerning tax consequences of the payments they receive under the Settlement.

You do not need to do anything further to receive your Individual Settlement Payment or Individual PAGA Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you.

If you believe your total Workweeks or Pay Periods during the Class Period and PAGA Period shown above are not correct, you may send written notice to the Settlement Administrator indicating what you believe is correct. Written notice must include (1) your full name, address, telephone number, and last four digits of your Social Security Number; and (2) any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon SunWest's records and any information you provide. Any dispute regarding settlement must be mailed or faxed to the Settlement Administrator no later than December 23, 2024.

Please be advised that the number of weeks you worked as a non-exempt employee during the Class Period is presumed to be correct unless the documents you submit are company records from SunWest. The Settlement Administrator will make the final decision as to how many Workweeks and/or Pay Periods should be credited to the Participating Class Member and/or PAGA Member and report the outcome to the Participating Class Member and/or PAGA Member. The Settlement Administrator's decision will be final and non-appealable. If you opt-out of the Settlement Class, you cannot challenge your Workweek computation.

## 9. How and when will I get payment? How do I update my address?

**How do I receive money from the Settlement?** You do not need to do anything to receive your Individual Class Payment and/or Individual PAGA Payment.

**When will I receive my Settlement Payment?** Class Members who do not opt-out of the Individual Class Payment will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving can be delayed.

**Settlement payment checks must be cashed soon after receipt.** Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure section 1500, et seq., in the names of those Participating Class Members and/or PAGA Members who did not cash their checks until such time they claim their property.

**Change of address:** You are responsible for keeping a current address on file with the Settlement Administrator to ensure that you receive your Settlement Payment. If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide a current address to the Settlement Administrator. The Settlement Administrator can be reached as provided below.

## 10. What rights am I releasing if I participate in the Settlement?

If the Settlement is approved by the Court, a judgment will be entered by the Court. Upon the date the judgment becomes final and Defendants' funding of the Gross Settlement Amount, all Participating Class Members shall release the "Released Parties" (Defendants, and all related companies, subsidiaries, owners, shareholders, members, agents, predecessors, successors, and assigns) from the Released Claims for the Class Period.

Upon final approval by the Court, the claims released by Class Members (the "Released Claims") are all wage-and-hour claims, demands, rights, liabilities, costs, penalties, interest, attorney's fees, and causes of action, arising during the Class Period, which were or could have been raised based on the facts, conduct, and/or omissions alleged in the Operative Complaint, including, but not limited to, claims for missed meal and rest breaks; meal and rest breaks premiums; unpaid wages, including minimum wages, regular wages, overtime and double time wages; unpaid vacation; alleged wage statement violations; alleged failure to timely pay all wages due upon separation of employment; alleged off the clock violations; alleged failure to maintain and provide accurate records; alleged waiting time penalties; violations of the California Labor Code, the Business and Professions Code and relevant Wage Orders; unfair business practices premised on the above claims; and penalties under the California Private Attorneys General Act ("PAGA"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

If the Settlement is approved by the Court, a judgment will be entered by the Court. Upon the date the judgment becomes final and Defendants' fund the Gross Settlement Amount, all PAGA Members shall release the Released Parties from the Released PAGA Claims for the PAGA Period.



The Released PAGA Claims are defined as all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiff's PAGA Notice ("Released PAGA Claims"). All PAGA Members shall release claims arising under PAGA regardless of their decision to participate in the Settlement.

### **11. How do I object to the Settlement?**

If you are a member of the Class above and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt-out). You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. You can give the Court your reasoning why they should not approve the Class Member Settlement. The Court will consider your views. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If the Court rejects your objection and finally approves the Class Member Settlement, you will be bound by the terms of the Class Member Settlement, but you will also receive a monetary award.

Class Members who wish to object to the Settlement must send to the Settlement Administrator a personally signed, written statement objecting to the Settlement postmarked on or before the Notice Response Deadline, or they may simply appear at the Final Approval Hearing set for February 19, 2025 at 9:00 a.m., in the Butte County Superior Court to discuss the objection with the Court and the parties at their own expense. The Objection must contain (i) the name of this Action; (ii) the full name, address, telephone number, and last four digits of the Social Security Number of the person objecting as well as the full name, address, and telephone number of any attorney representing said person with respect to the objection if applicable; (iii) the words "Objection" at the top of the document; (iv) be personally signed by the Class Member seeking to object to the Settlement, and (v) a statement of the basis for their objections and whether or not the Class Member or their attorney intends to appear at the Final Approval Hearing to present oral argument. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked on or before December 23, 2024.

Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, unless otherwise ordered by the Court.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

### **12. How do I ask to be excluded from the Class?**

If you are a member of the Class described above and would like to exclude yourself from the Class ("opt-out") you must submit to the Settlement Administrator, a written, signed request to be excluded from the Settlement ("Request for Exclusion"). The Request for Exclusion must contain (i) the name of this Action; (ii) the full name, address, telephone number, and last four digits of the Social Security Number of the person requesting to be excluded; (iii) the words "Request for Exclusion" at the top of the document; (iv) be personally signed by the Class Member seeking to be excluded, and (v) a statement indicating their desire to be excluded, such as: "I wish to be excluded from the Settlement of the Action, *Abigail Johnson v. SunWest Milling, Inc. and SunWest Foods, Inc. (SunWest)*, Case No. 23CV02012, currently pending in the Butte County Superior Court."

This request must be returned to the Settlement Administrator at the address below, and it must be postmarked on or before December 23, 2024. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who opts out of the Class will not be entitled to any recovery under the Settlement and will

not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before December 23, 2024 shall be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

If applicable, you may not exclude yourself from the PAGA Group. You will be sent your Individual PAGA Payment, and will be bound by the Released PAGA Claims.

### **THE LAWYERS REPRESENTING YOU**

#### **13. Who is Class Counsel?**

The Court has appointed the following lawyers as “Class Counsel” to represent all Class Members and PAGA Members:

##### **Class Counsel**

Sang (James) Park, Esq.  
PARK APC  
8383 Wilshire Boulevard, Suite 800  
Beverly Hills, CA 90211  
Telephone: (310) 627-2964  
[james@park-lawyers.com](mailto:james@park-lawyers.com)

You will not be charged for these lawyers.

#### **14. How will the lawyers be paid?**

All payments for Class Counsel’s attorneys’ fees and costs will be made from the Gross Settlement Amount. Class Counsel intends to request an award of attorneys fees’ up to one-third (33 1/3%) of the Gross Settlement Fund (equal to \$400,000), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, not to exceed \$15,000.00, to be paid from the Gross Settlement Fund to compensate Class Counsel for their work on this matter. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

### **THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS**

#### **15. Who is handling the Settlement Administration process?**

Any Request for Exclusion, written objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

Johnson v SunWest Settlement  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164  
1-800-587-6525  
[www.SunwestSettlement.com](http://www.SunwestSettlement.com)

#### **16. When is the Final Fairness and Approval Hearing and do I have to attend?**

The Final Fairness and Approval Hearing has been set for February 19, 2025, at 9:00 a.m. in Department 1 of Superior Court of the State of California, County of Butte, located at 1775 Concord Avenue, Chico, CA

95928. You do not need to attend the hearing to be a part of the Settlement, although any Class Member and/or PAGA Member is welcome to attend the hearing. However, if you wish to object to the Settlement, you or your attorney may appear at the hearing to object at your own expense and request to be heard.

The Final Fairness and Approval Hearing date may change without further notice to the Class. You are advised to check the Settlement website [www.SunwestSettlement.com](http://www.SunwestSettlement.com) or the Court's records.

**17. When will I get money after the hearing?**

Settlement Awards for Class Members will be mailed to Class Members within sixty (60) calendar days of the Court granting Final Approval of the Settlement.

**GETTING MORE INFORMATION**

**18. Are more details available?**

This Notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.SunwestSettlement.com](http://www.SunwestSettlement.com), by contacting class counsel, Sang (James) Park of PARK APC, at (310) 627-2964, by accessing the Court docket in this case, or by visiting the office of the Clerk of the Court, located at 1775 Concord Avenue, Chico, CA 95928.

You may contact the Settlement Administrator:

Johnson v SunWest Settlement  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164  
1-800-587-6525  
[www.SunwestSettlement.com](http://www.SunwestSettlement.com)

You may contact Class Counsel:

Sang (James) Park, Esq.  
PARK APC  
8383 Wilshire Boulevard, Suite 800  
Beverly Hills, CA 90211  
Telephone: (310) 627-2964  
[james@park-lawyers.com](mailto:james@park-lawyers.com)

Counsel for SunWest is:

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PALMER KAZANJIAN WOHL HODSON LLP  
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Sacramento, CA 95825  
Telephone: (916) 442-3552  
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[djuarez@pkwhlaw.com](mailto:djuarez@pkwhlaw.com)

**PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT,  
OR TO ANY OF SUNWEST'S MANAGERS OR SUPERVISORS WITH QUESTIONS.**