

1 **COHELAN KHOURY & SINGER**

2 Isam C. Khoury (SBN 58759)

3 ikhoury@ckslaw.com

4 Michael D. Singer (SBN 115301)

5 msinger@ckslaw.com

6 605 C Street, Suite 200

7 San Diego, CA 92101

8 Telephone: (619) 595-3001/Facsimile: (619) 595-3000

9 **DAVTYAN LAW FIRM, INC.**

10 Emil Davtyan (SBN 299363)

11 support@davtyanlaw.com

12 880 E. Broadway

13 Glendale, CA 91205

14 Telephone: (818) 875-2008/Facsimile: (818) 722-3974

15 Attorneys for Plaintiff Gail Wilkerson, on behalf of herself, and all other
16 similarly-situated employees

17 **SUPERIOR COURT OF CALIFORNIA**

18 **COUNTY OF SAN DIEGO**

19 GAIL WILKERSON, on behalf of herself
20 and all other similarly-situated employees,

21 Plaintiff,

22 v.

23 INTUIT, INC., a Delaware Corporation; and
24 DOES 1 through 100, Inclusive,

25 Defendants.

Case No. 37-2020-00030371-CU-OE-CTL
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Gregory W. Pollack
Department C-71

CLASS ACTION

**DECLARATION OF TAYLOR
MITZNER REGARDING SETTLEMENT
NOTICE ADMINISTRATION**

Hearing Set By Court Order ROA # 59

Date: February 3, 2023

Time: 9:30 a.m.

Dept: C-71

Judge: Honorable Gregory W. Pollack

[IMAGED FILE]

Complaint filed: August 28, 2020

Trial date: Not set

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Wilkerson v. Intuit, Inc.*, San Diego Superior Court Case No. 37-2020-00030371-CU-OE-CTL. I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class and PAGA Representative Action Settlement and Release (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of pay periods each Class Member worked during the period from August 28, 2016 to August 7, 2020 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from August 27, 2019 to August 7, 2020 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Pay Periods submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 20, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and pay periods for each Class Member (“Class List”) during the Class Period. The final mailing list contained one hundred (100) individuals identified as Class Members.

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1 4. On October 21, 2022, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On November 4, 2022, Phoenix mailed the Notice via U.S. first class mail to all one
6 hundred (100) Class Members on the Class List. A true and correct copy of the mailed Notice is
7 attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, nine (9) Notices have been returned to Phoenix.
9 None were returned with a forwarding address. For the nine (9) Notices returned from the Post
10 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
11 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
12 Of the nine (9) Notices that were skip traced, seven (7) updated addresses were obtained and the
13 Notice was promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, four (4) Notices remain undeliverable, specifically,
15 two (2) are undeliverable since an updated address could not be obtained via skip trace, while two
16 (2) are undeliverable since they were returned by the Post Office after a second mailing.

17 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
18 from Class Member Fadi Dib. The deadline to request exclusion from the Class Settlement was
19 December 19, 2022.

20 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
21 from Class Members. The deadline for objecting to the Class Settlement was December 19, 2022.

22 10. As of the date of this declaration, Phoenix has received zero (0) Pay Period disputes
23 from Class Members. The deadline for submitting a dispute was December 19, 2022.

24 11. There are ninety-nine (99) Class Members who did not submit timely and valid
25 Requests for Exclusion and are therefore deemed Settlement Class Members, representing 99% of
26 the Class. Settlement Class Members have worked a collective total of one thousand two hundred
27 sixty-eight (1,268) pay periods during the Class Period. Each Pay Period is valued at approximately
28 \$52.05.

1 12. The Net Settlement Amount of \$66,000.00 available to pay Settlement Class
2 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$50,000.00),
3 and Class Counsel costs (\$8,000.00), requested Enhancement Payment to Plaintiff Gail Wilkerson
4 (\$10,000.00), the PAGA Amount (\$10,000.00), and the requested Settlement Administration Costs
5 (\$6,000.00) from the Gross Settlement Amount (\$150,000.00).

6 13. Based upon the calculations stipulated in the Settlement, the highest Individual
7 Settlement Share to be paid is approximately \$2,810.73, the lowest Individual Settlement Share to
8 be paid is approximately \$52.05, while the average Individual Settlement Share to be paid is
9 approximately \$666.67. Settlement Class Members will be issued payment of their Individual
10 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
11 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
12 Settlement Payment").

13 14. Additionally, \$10,000.00 of the Gross Settlement Amount has been allocated toward
14 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$7,500.00,
15 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$2,500.00,
16 of which shall be paid to all current and former hourly non-exempt individuals who are or were
17 employed by Defendant during the PAGA Period. There are fifty-three (53) Aggrieved Employees
18 who worked a total of four hundred seventy-nine (479) pay periods during the PAGA Period. The
19 highest Individual PAGA Payment to be paid is approximately \$125.26, and the average Individual
20 PAGA Payment to be paid is approximately \$47.17.

21 15. Named Plaintiff Gail Wilkerson's estimated individual settlement amount is
22 \$171.81.

23 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
24 addition to the Gross Settlement Amount.

25 17. Participating Class Members shall have 180 calendar days after issuance to cash the
26 checks that were mailed to them. On the 181st day, checks shall become null and void and uncashed
27 funds will be transmitted to a charity mutually agreed to by the parties– Race Forward.

28 18. Phoenix's costs associated with the administration of this matter are \$6,000.00. This

1 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
2 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

3 I declare under penalty of perjury of the laws of the State of California that the foregoing is
4 true and correct.

5 Executed this 6th day of January 2023, at Orange, California.

6
7  _____
TAYLOR MITZNER

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

This is a Notice of Settlement for the Class Action titled:
Gail Wilkerson, et al. v. Intuit Inc.
Superior Court of California, County of San Diego
Case No. 37-2020-00030371-CU-OE-CTL

To: All current and former non-exempt employees employed by Intuit in the State of California who worked in the role of “Tax Support” (job code: CTS11) from August 28, 2016, to August 7, 2020.

Please read this notice carefully – it provides important information about your legal rights and obligations under an agreement to settle a class/representative action lawsuit.

WHY IT IS IMPORTANT TO READ THIS NOTICE

Judge Gregory Pollack of the San Diego County Superior Court (the “Court”) has preliminarily approved a class/representative action settlement (the “Settlement”) of all claims that were or could have been asserted based on the facts alleged in the lawsuit titled *Gail Wilkerson, et al. v. Intuit Inc.*, San Diego Superior Court Case No. 37-2020-00030371-CU-OE-CTL (the “Action”).

The Settlement affects all current and former hourly, non-exempt employees employed by Intuit Inc. (“Intuit”) in the role of “Tax Support” (job code: CTS11) in California from August 28, 2016, through August 7, 2020 (the “Class Members”). The period from August 28, 2016, through August 7, 2020, is referred to in this Notice and the Settlement as the “Class Period.” Based on its business records, Intuit has confirmed that the company employed approximately 100 individuals in this role during the Class Period.

You have received this Notice of Settlement because Intuit’s records show that you are a Class Member.

This Notice of Settlement provides you with a description of the lawsuit, informs you of the key terms of the proposed Settlement, and discusses your rights and options under the Settlement. ***It is important that you read this Notice of Settlement carefully as your rights will be affected by the Settlement.***

SUMMARY OF YOUR OPTIONS UNDER THE SETTLEMENT

DO NOTHING AND RECEIVE A SETTLEMENT AWARD	You may do nothing in response to this notice. If you do nothing, you <u>will participate in the Settlement and receive a share of the Settlement money</u> , and you will release certain claims as described in Section IV below.
EXCLUDE YOURSELF FROM THE SETTLEMENT AND RECEIVE NO SETTLEMENT MONEY ASIDE FROM A PORTION OF THE PAGA AWARD, IF APPLICABLE	Submit a Request for Exclusion. If you submit a timely and valid Request for Exclusion, you will <u>not</u> participate in the Settlement, will <u>not</u> receive a share of the Settlement money, and will <u>not</u> release the class action claims described in Section IV below. The only exception is that if you are a “PAGA Employee” (defined in Section II below) you will still release the Private Attorneys General Act (“PAGA”) claims and receive a portion of the PAGA Award as there is no right to opt out of the PAGA release. To submit a Request for Exclusion, follow the instructions in the “Second Option: Request Exclusion from the Settlement” section below.
OBJECT	Submit a written objection to the Court via the Settlement Administrator. If you disagree with the proposed Settlement, you may submit an objection. If the Court agrees with your objection, the parties can choose whether to withdraw the Settlement or change its terms. If the Court rejects your objection, you will still be bound by the Settlement, will receive a settlement payment and you will release the claims described in Section IV below.

WHAT THIS ACTION AND SETTLEMENT IS ABOUT

A class/representative action is a lawsuit where one or more representative plaintiffs brings claims on behalf of many people to be decided in a single court proceeding.

Plaintiff Gail Wilkerson (“Wilkerson” or “Plaintiff”) is a former seasonal, remote Tax Support Employee that worked for Intuit from January 16, 2020 through March 12, 2020. Wilkerson filed this lawsuit on August 28, 2020, alleging claims for: (1) unpaid wages/overtime (for alleged off-the-clock work); (2) meal period violations; (3) rest period violations; (4) day of rest violations (not being permitted to take at least one day of rest per workweek); (5) unreimbursed business expenses (related to her work from home, including her use of her personal computer and cell phone, home office supplies, internet, utilities and mortgage/rent, etc.); (6) wage statement violations; (7) waiting time penalties; and (8) unfair business practices. Based on these primary claims, Wilkerson also brought a derivative claim for penalties under the Private Attorney General Act (“PAGA”), California Labor Code § 2698 *et seq.*

Intuit denied Wilkerson’s claims, but agreed to attend a mediation with Wilkerson in May 2021 to see if the case could be resolved without the continued expense and burden of prolonged litigation. Prior to the mediation, Plaintiff’s counsel provided Intuit with a detailed list of requests for data, documents and policies related to each of Plaintiff’s claims. On April 1, 2021, Intuit provided Plaintiff’s counsel with a production that included responsive documents and policies related to Plaintiff’s claims (*e.g.*, Intuit’s meal/rest period, timekeeping, and expense reimbursement policies, Intuit’s meal period acknowledgement and reporting process, etc.) as well as key case statistics.

The Parties conducted detailed, arms-length negotiations facilitated by experienced mediator, Michael Young of Judicate West during a full-day mediation on May 13, 2021. The negotiations during the mediation included evaluation of each of Plaintiff’s alleged claims as well as discussion and research of a novel legal argument advanced by Plaintiff and heavily contested by Intuit that Intuit should have reimbursed Tax Support Employees for use of their residence and a reasonable portion of all related expenses (*e.g.*, utilities, mortgage/rent, etc.). With the assistance of Mr. Young, the parties eventually agreed to the key terms of this Settlement.

Intuit believes Wilkerson’s claims are without merit and denies all of the allegations of wrongdoing and liability. Intuit contends it has complied with the California Labor Code and all other applicable laws. Intuit believes, however, that further litigation would be protracted, burdensome, expensive, and contrary to the best interests of the company and its current and former employees. Intuit has already devoted substantial time, energy, and resources to defending this litigation, and unless there is a settlement, that situation will continue. In light of this, Intuit believes the Settlement is the best way to resolve the litigation while minimizing further burden and expenditures.

This Settlement is not an admission of any wrongdoing by Intuit or an indication that Intuit violated any law. The Court did not decide in favor of Plaintiffs or Intuit. There was no trial. Instead, both sides agreed to a no-fault resolution of the Action. The Settlement is intended to allow the Parties to avoid the costs of further litigation and a trial, while allowing Class Members to receive payments from the Settlement as specified below.

Plaintiffs and their attorneys, who were preliminarily appointed as representatives for the Class, believe the Settlement is in the best interests of all Class Members.

SUMMARY OF THE TERMS OF THE SETTLEMENT

I. The Total Settlement Amount

The total maximum value of the Settlement (*i.e.*, the “Total Settlement Amount”) is One Hundred and Fifty Thousand Dollars (\$150,000), which is the maximum amount Intuit will pay in order to settle the Action. The Total Settlement Amount will be distributed as follows:

Class Counsel’s Fees and Costs Award: Plaintiffs’ counsel (“Class Counsel”) will request attorneys’ fees of up to one-third of the Total Settlement Amount, or \$50,000 (the “Class Counsel Fees Award”), and litigation costs of up to \$8,000 (the “Class Counsel Costs Award”). All attorneys’ fees or litigation costs will be paid from the Total Settlement Amount. The Class Counsel Fees and Costs Awards are subject to approval from the Court. Any attorneys’ fees or litigation costs not awarded by the Court will be added to the Net Distribution Fund (defined below) and distributed to Class Members who do not opt out of this Settlement.

Plaintiff’s Service Award: Plaintiff Wilkerson will request a Service Award (*i.e.*, payment for service as a named Plaintiff and in consideration of her agreeing to a general release of all claims) in an amount not to exceed \$10,000. The requested Service Award is subject to approval from the Court and will be paid from the Total Settlement Amount. Any Service Award not awarded by the Court will be added to the Net Distribution Fund (defined below) and distributed to Class Members who do not opt out of this Settlement.

PAGA Award: The Parties have allocated \$10,000 from the Total Settlement Amount to PAGA penalties (i.e., the “PAGA Award”) in consideration of the release of the PAGA claim alleged in the Action. Seventy-five percent (75%) of the PAGA Award (\$7,500) will be paid to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of the PAGA Award (\$2,500) will remain in the Net Distribution Fund (defined below) and will be considered part of the amount allocated to penalties in the Individual Settlement Payments (described below).

Costs of Administration: The Court has approved Phoenix Settlement Administrators (the “Settlement Administrator”) to administer this Settlement. The Court has preliminarily approved Settlement Administration Costs not to exceed \$6,000. The cost of administration will be paid entirely from the Total Settlement Amount. Any Settlement Administration Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the Net Distribution Fund (defined below) and will be distributed to Class Members who do not opt out of this Settlement.

Net Distribution Fund: The Net Distribution Fund is the Total Settlement Amount (i.e., \$150,000), less the amounts allotted to: (1) the Class Counsel Fees Award (up to \$50,000), (2) the Class Counsel Costs Award (up to \$8,000), (3) the Service Award for Plaintiff (up to \$10,000), (4) the 75% of the PAGA Award to be paid to the LWDA (\$7,500); and (5) Settlement Administration Costs (up to \$6,000). Individual Settlement Payments for Participating Class Members (described below) and payments for employee-side taxes for the wage component of Individual Settlement Payments for Class Members will be paid out of the Net Distribution Fund.

Tax Issues: Each Individual Settlement Payment shall be allocated between taxable and non-taxable consideration as follows: twenty percent (20%) will be allocated to alleged unpaid wages for which an IRS Form W-2 will issue and eighty percent (80%) will be allocated to alleged business expense reimbursements, penalties, and interest for which an IRS Form 1099 will issue.

Uncashed Checks: All Participating Class Members will receive an Individual Settlement Payment based on the calculations detailed below, without needing to make a claim. Checks must be cashed within 180 days. On the 181st day, checks are void and uncashed funds will be transmitted to a charity mutually agreed to by the parties— Race Forward, a non-profit organization whose mission includes supporting youth education to help ensure racial equality as well as developing research and recommendations for racially equitable communications in workforce development.

II. Calculation of Individual Settlement Payments

Participating Class Members – i.e., all Class Members who do not submit a timely Request for Exclusion as explained in the “Option 2: Request Exclusion from the Settlement” section below – will receive an Individual Settlement Payment based on the calculation detailed below.

In addition, all “PAGA Employees” – i.e., Class Members employed in the role of “Tax Support” (job code: CTS11) from August 27, 2019, to August 7, 2020, – will receive a prorated portion of the 25% of the PAGA Award based on their prorated number of pay periods during the PAGA period using the calculation detailed below.

Pay Period Calculations - Class: Intuit will calculate the total number of pay periods that all Class Members who do not opt out (i.e., “Participating Class Members”) worked during the Class Period (“Total Class Pay Periods”). The value of each pay period shall be determined by the Settlement Administrator by dividing the Net Distribution Fund (less the 25% of the PAGA Award to be distributed to PAGA Employees) by the total number of pay periods worked by Participating Class Members during the Class Period (“Class Pay Period Value”).

PAGA Employee Calculations: For PAGA Employees, Intuit will calculate the total number of pay periods that each PAGA Employee worked during the PAGA Period (“Total PAGA Pay Periods”). The value of each PAGA Pay Period shall be determined by the Settlement Administrator by dividing the 25% of the PAGA Award allocated for PAGA Employees by the Total PAGA Pay Periods for all PAGA Employees (“PAGA Pay Period Value”). A Class Member who is also a PAGA Employee will receive a payment under this section even if they opt-out of the Class settlement and will be bound by the release of the PAGA claims released through this Settlement.

Individual Settlement Payments: To determine the “Individual Settlement Payment” for each Class Member, the Settlement Administrator will multiply the individual's Total Class Pay Periods by the Class Pay Period Value (if the Class Member is a Participating Class Member) and the individual's Total PAGA Pay Periods by the PAGA Pay Period Value (not all Class Members will receive the PAGA payment). The Individual Settlement Payment will be reduced by any required legal deductions.

As an example only, if the 25% of the employees’ share of the PAGA Award is \$2,500 and the remainder of the Net Distribution fund is \$66,000 (i.e., the Net Distribution fund in total is \$68,500) and the Total Class Pay Periods are 1,276 and the Total PAGA Pay Periods are 479, then:

- The Class Pay Period Value would be: \$51.72 (i.e., \$66,000 ÷ 1,276).

- The PAGA Pay Period Value would be: \$5.22 (i.e., \$2,500 ÷ 479)

A Participating Class Member who worked 12 pay periods during the Class Period, with 10 of those pay periods also being during the PAGA Period would then receive \$672.84 (minus applicable withholdings for the wage portion of the payment) (i.e., [the Class Pay Period Value of \$51.72 x 12 = \$620.64] + [the PAGA Pay Period Value of \$5.22 x 10 = \$52.20].)

IV. Release of Claims by Participating Class Members

Unless you request to be excluded from the Settlement, you will be unable to sue, continue to sue or be a part of any other lawsuit against Intuit and other Released Parties (defined below) regarding the “Class Member Released Claims” in this Settlement. Further information about, and the definition of, the Class Member Released Claims is provided below.

A. Released Parties

As of the Effective Date (as defined in the Settlement Agreement), any Class Member who has not excluded herself/himself from the Settlement will release Intuit, and its subsidiaries, affiliates and/or parents; employee benefit plans sponsored or maintained by any of the foregoing; its attorneys, and its respective successors and predecessors in interest; all of its respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents; and each of its past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers (“Released Parties”) from the Class Member Released Claims (defined below).

B. Releases

Class Member Released Claims:

The Class Member Released Claims include all claims for wages, expenses, benefits, debts, liabilities, demands, obligations, guarantees, statutory and civil penalties, damages, interest, attorneys’ fees, costs, and/or other amounts or relief recoverable under state, local or federal law that Plaintiff asserted or could have asserted in the Action – on behalf of herself, the State of California, the Class Members and the PAGA Employees – based on the facts alleged in Plaintiff’s original, Amended, or Second Amended Complaints, including but not limited to: (1) Failure to Pay Minimum, Regular, and Overtime Wages (e.g., for alleged off-the-clock work, etc.) (Cal. Labor Code §§ 510, 1194; IWC Wage Order 4, §§ 3 & 4); (2) Failure to Provide Meal Periods or Compensation in Lieu Thereof (Lab. Code §§ 226.7 and 512; IWC Wage Order 4, § 11); (3) Failure to Provide Paid Rest Periods or Compensation in Lieu Thereof (Lab. Code § 226.7; IWC Wage Order 4, § 12); (4) Failure to Provide One Day’s Rest in Seven (Lab. Code §§ 550, 551, 553, 1198; IWC Wage Order 4, § 3); (5) Unlawful Deduction of Wages (Lab. Code §§ 221, 223, 224); (6) Failure to Reimburse Necessary Business Expenses (e.g., for alleged unpaid expenses for use of personal computer, phone, mortgage/rent, utilities, office supplies, etc.); (Lab. Code § 2802; IWC Wage Order 4, § 7); (7) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); (8) Failure to Timely Pay Wages Due Upon Separation of Employment (Lab. Code §§ 201-203); (9) Unfair Business Practices (Bus. & Prof. Code §§ 17200-17208); (10) PAGA Civil Penalties for Failure to Pay Minimum, Regular, and Overtime Wages (Lab. Code §§ 2698, et seq.); (11) PAGA Civil Penalties for Failure to Provide At Least One Day’s Rest in Seven (Lab. Code §§ 2698, et seq.); (12) PAGA Civil Penalties for Failure to Provide Meal Periods (Lab. Code §§ 2698, et seq.); (13) PAGA Civil Penalties for Failure to Provide Rest Periods (Lab. Code §§ 2698, et seq.); (14) PAGA Civil Penalties for Unlawful Deduction of Wages (Lab. Code §§ 2698, et seq.); (15) PAGA Civil Penalties for Failure to Reimburse Business-Related Expenses (Lab. Code §§ 2698, et seq.); (16) PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements (Lab. Code §§ 2698, et seq.); (17) PAGA Civil Penalties for Failure to Maintain Accurate Records (Lab. Code §§ 2698, et seq.); (18) PAGA Civil Penalties for Failure to Pay Wages Due During and Upon Termination of Employment (Lab. Code §§ 2698, et seq.). “Claims” include without limitation all claims that were alleged or could have been alleged in the Action, whether arising at law, in contract or in equity, and whether for economic or non-economic damages, restitution, injunctive relief, penalties or liquidated damages. “Claims” also include without limitation all claims that Plaintiff and/or the Class Members may have against the Released Parties (defined above) relating to (i) the payment, taxation and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Settlement Agreement and (ii) the payment, taxation and allocation of Plaintiff’s Service Award pursuant to this Settlement Agreement.

The Class Member Released Claims include a waiver of the provisions, rights and benefits of Section 1542 of the California Civil Code (“Section 1542”) as to all claims that Plaintiff asserted or could have asserted in the Action based on the facts alleged in her Complaints. Section 1542 provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Class Members who do not opt out (i.e., submit a timely Request for Exclusion as explained below) will release the Class Member Released Claims for the time period from August 28, 2016, through December 19, 2022, i.e., the deadline for objecting or requesting exclusion from this Settlement (the “Response Deadline”).

Plaintiffs Wilkerson’s Complete and General Release:

Plaintiff Wilkerson only is agreeing to a Complete and General Release of all claims as part of this Settlement and as consideration for the Service Award specified above.

YOUR OPTIONS REGARDING THIS CLASS ACTION SETTLEMENT

I. First Option: Do Nothing and Receive an Individual Settlement Payment if the Settlement Becomes Final and Binding

You do not need to do anything to participate in this Settlement. If the Settlement becomes binding and you do nothing, you will receive an Individual Settlement Payment. The amount of the Individual Settlement Payment will depend, in part, on the amounts approved by the Court and will be calculated based on the Individual Settlement Payment calculation described above. If you do nothing, you will also be bound by the Settlement and you will be releasing all claims related to the allegations in the Action as explained in the “Release of Claims by Participating Class Members” section above.

II. Second Option: Request Exclusion from the Settlement

If you do not wish to participate in the Settlement for any reason, you must submit a written letter, called a “Request for Exclusion,” to the Settlement Administrator.

To be valid, the Request for Exclusion: (1) must contain the full name, address, and last four digits of the social security number of the person requesting exclusion; (2) must be hand signed by the person requesting exclusion; and (3) must state in substance:

“I wish to exclude myself from the Settlement in the action titled *Gail Wilkerson v. Intuit Inc.*, pending in the San Diego County Superior Court, Case No. 37-2020-00030371-CU-OE-CTL. I understand that by requesting to be excluded, I will receive no money from the Settlement.”

To be timely, the Request for Exclusion must be postmarked and mailed to the Settlement Administrator at the address below on or before December 19, 2022 (the “Response Deadline”). **Requests for Exclusion postmarked after this date may be disregarded.**

Wilkerson v. Intuit Inc. Class Action
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

Any Class Members who submit a timely and valid Request for Exclusion will NOT receive any money from the Settlement of the class action claims and will not be bound by the terms of the Settlement or the Class Member Released Claims. Any Class Member who submits a timely and valid Request for Exclusion will also not have any right to object, appeal or comment on the Settlement. The only exception is that if you are also a “PAGA Employee” you will still release the Private Attorneys General Act (“PAGA”) claims and receive a portion of the PAGA Award as there is no right to opt out of the PAGA release.

Class Members who do **not** submit a timely and valid Request for Exclusion on or before the Response Deadline will be deemed “Participating Class Members.” As described above, each Participating Class member will receive an Individual Settlement Payment and will be bound by all terms of the Settlement and the Final Approval Order entered in this Action.

III. Third Option: Object to the Settlement

If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If the Court grants approval over your objection, you will remain a Class Member, will release the Class Member Released Claims for the time period from August 28, 2016, through **December 19, 2022**, and you will still receive an Individual Settlement Payment as described above.

You can object to the Settlement by submitting a “Notice of Objection” to the Court. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

To be valid, the Notice of Objection must contain: (1) your full name, address and last four digits of your social security number; (2) your signature; (3) must state the case name, *i.e.*, *Gail Wilkerson v. Intuit Inc.*, San Diego County Superior Court, the Case No. 37-2020-00030371-CU-OE-CTL, and the specific reasons why you object to the Settlement and whether you intend to appear at the Final Approval Hearing.

To be timely, the Notices of Objection must be postmarked and mailed to the Settlement Administrator at the address below on or before December 19, 2022 (the “Response Deadline”).

Wilkerson v. Intuit Inc. Class Action
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

Class Members who fail to submit a timely and valid Notice of Objection shall be deemed to have waived any objections and shall be foreclosed from making any objections to the Settlement.

NEXT STEPS

I. The Court’s Final Approval Hearing

The Court will hold a Final Approval Hearing on February 3, 2023, at 9:30 a.m., in the San Diego County Superior Court Department C-71, 330 W. Broadway, San Diego, CA 92101, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Class Counsel Fees Award, Class Counsel Costs Award, Plaintiffs’ Service Awards, PAGA Award, Settlement Administration Costs, and Individual Settlement Payments to Participating Class Members.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Class Members are advised to confirm the hearing date with Class Counsel if they intend to appear at the Final Approval Hearing.

II. How to Obtain Additional Information

This Notice summarizes the proposed Settlement. If you have questions about the Settlement, you can contact the Settlement Administrator at:

Wilkerson v. Intuit Inc. Class Action
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

You can also request a copy of the full Settlement Agreement from the Settlement Administrator at the address and phone number above.

You may also contact Class Counsel with any questions at:

COHELAN KHOURY & SINGER
Isam C. Khoury (SBN 58759)
ikhoury@ckslaw.com
Michael D. Singer (SBN 115301)
msinger@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Telephone: (619) 595-3001/Fax: (619) 595-3000

DAVTYAN LAW FIRM, INC.
Emil Davtyan (SBN 299363)
support@davtyanlaw.com
880 E. Broadway
Glendale, CA 91205
Telephone: (818) 875-2008/Fax: (818) 722-3974

PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, INTUIT INC. OR INTUIT’S ATTORNEYS TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	100
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	99
Subtotal Admin Only	\$7,002.25

INVOICE

\$6,000.00

January 5, 2023

Case: Wilkerson v Intuit, Opt-Out Administration

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$150.00	1		\$150.00
Call Center & Long Distance	\$2.00	24		\$48.00
NCOA (USPS)	\$25.00	1		\$25.00
Total				\$623.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Website / Reminder Postcard

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Data Merge & Duplication Scrub	\$0.10	100		\$10.00
Notice Packet & Opt-Out Form	\$1.25	100		\$125.00
Estimated Postage (up to 2 oz.)*	\$0.53	100		\$53.00
Static Website	\$100.00	1		Included
Check Cashing Reminder Postcard	\$0.60	21		\$12.47
Postage Included				
Total				\$400.47

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	4		\$220.00
Skip Tracing Undeliverables	\$0.85	25		\$21.25
Remail Notice Packets	\$0.75	22		\$16.50
Estimated Postage	\$0.53	22		\$11.66
Programming Undeliverables	\$50.00	1		\$50.00

Total \$319.41

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	2		\$300.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	4		\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	7		\$70.00
Case Manager	\$85.00	3		\$255.00
		Total		\$1,045.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	2		\$270.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	2		\$270.00
Check Run Setup & Printing	\$135.00	2		\$270.00
Mail Class Checks *	\$1.10	99		\$108.90
Estimated Postage	\$0.53	99		\$52.47
		Total		\$1,201.37

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	4		\$460.00
Remail Undeliverable Checks (Postage Included)	\$1.50	32		\$48.00
Case Associate	\$55.00	4		\$220.00
Reconcile Uncashed Checks	\$85.00	5		\$425.00
Conclusion Reports	\$115.00	4		\$460.00
Case Manager Conclusion	\$85.00	4		\$340.00
Final Reporting & Declarations	\$115.00	4		\$460.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1		\$1,000.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Controllers Office	\$300.00	1		N/A
Estimated <u>9</u> Total Class Members				
		Total		\$3,413.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

TOTAL: \$7,002.25