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10 of the general public

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17 Los Angeles, California 90071
18 Telephone: (213) 683-9100
19 Facsimile: (213) 587-3702

20 Attorneys for Defendant
21 NCI GROUP, INC.

22 UNITED STATES DISTRICT COURT
23 FOR THE EASTERN DISTRICT OF CALIFORNIA

24 ARTURO GONZALEZ on behalf of himself, all
25 others similarly situated, and the general public,

26 Plaintiffs,

27 v.

28 NCI GROUP, INC., dba NCI BUILDING
SYSTEMS; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 1:18-cv-00948-AWI-SKO

**DECLARATION OF LISA PAVLIK
FOR RUST CONSULTING, INC.**

I, Lisa Pavlik, declare as follows:

1. I am a Senior Project Manager for Rust Consulting, Inc. ("Rust"). My business address is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is

1 (612) 359-2048. I am over twenty-one years of age and am authorized to make this declaration on
2 behalf of Rust and myself.

3 2. Rust has extensive experience in class action matters, having provided services in
4 class action settlements involving antitrust, securities fraud, property damage, employment
5 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
6 have provided notification and/or claims administration services in more than 7,500 cases. Of
7 these, approximately 3,300 were Labor & Employment cases.

8 3. Rust was engaged by Counsel for the Plaintiffs and Counsel for the Defendants
9 (collectively the "Parties") to provide notification services in the *Arturo Gonzalez v. NCI Group,*
10 *Inc. Settlement* ("Settlement"). Duties included: a) preparing, printing and mailing of the *Notice*
11 *to Class Members RE: Pendency of a Class Action And Notice of Hearing on Proposed Settlement*
12 ("Class Notice"); b) tracking of written request for exclusions, objections and disputes; d) drafting
13 and mailing Settlement Award checks; e) arrange for the creation and maintenance of a publicly
14 available website; and f) for such other tasks as the Parties mutually agree or the Court orders Rust
15 to perform.

16 4. Rust obtained a mailing address of NCI Class Action Settlement, c/o Rust
17 Consulting, Inc. 7732, P.O. Box 2396, Faribault, Minnesota 55021-9096 to receive written request
18 for exclusions, objections, disputes, undeliverable Class Notices and other communications
19 regarding the Settlement.

20 5. Rust obtained a toll-free telephone number of (866) 759-5122 for Class Members
21 to call with questions regarding the Settlement. The toll-free telephone number was included in the
22 Class Notice.

23 6. Rust obtained a website address of <https://NCISettlement.com> and set up a website
24 for the Settlement. The website included the Class Notice, Preliminary Approval Order, Amended
25 Stipulation, and Motion for Attorneys' Fees, Cost and Enhancement Payment for viewing,
26 downloading and/or printing and additional information about the Settlement. The website
27 address was included in the Class Notice.

1 7. On or about August 15, 2022, Rust received text for the Notice from Counsel. A
2 draft of the formatted Class Notice was prepared by Rust and approved by the Parties. Attached as
3 Exhibit A is a copy of the final Class Notice.

4 8. On or about August 17, 2022, Counsel for the Defendants provided Rust with a
5 mailing list containing Class Member's names, last known addresses, Social Security Numbers
6 and applicable employment information ("Class List"). The Class List contained data for 317
7 potential Class Members.

8 9. The mailing addresses contained in the Class List were processed and updated
9 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
10 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
11 the event that any individual had filed a U.S. Postal Service change of address request, the address
12 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

13 10. On September 7, 2022, Class Notices were mailed to 317 Class Members contained
14 in the Class List via First Class mail. The Class Notice advised Class Members that they could
15 submit a written request for exclusion, objection and/or dispute postmarked by October 24, 2022.

16 11. Rust performed 40 address traces on Class Notices returned as undeliverable for
17 the first time as of October 24, 2022. The address trace utilizes the Class Member's name,
18 previous address and Social Security Number for locating a current address. Of the 40 traces
19 performed, 39 more current addresses were obtained and Class Notices were promptly re-mailed
20 to those Class Members via First Class mail. Of the 40 traces performed, Rust did not obtain
21 updated addresses for one (1) undeliverable Class Notice. As requested, the Class Member's
22 Name and contact information from the one (1) undeliverable Class Notice for which Rust did not
23 obtain an updated address, was provided to Counsel for a deep skip trace, per the Amended
24 Stipulation. Of the one (1) undeliverable provided to Counsel, Counsel provided potential email
25 addresses for this Class Member and the Class Notice was promptly sent via email to those email
26 addresses. Of the 39 Class Notices mailed to a more current address identified from trace, eight
27
28

(8) Class Notices were returned to Rust as undeliverable a second time. As of this date, eight (8) Class Notices remain undeliverable.

12. As of this date, one (1) Class Notice was returned by the Post Office with a forwarding address attached. Rust promptly re-mailed a Class Notice to this Class Member via First Class mail.

13. As of this date, zero (0) Class Members disputed the employment information provided by the Defendant.

14. As of this date, Rust received one (1) written request for exclusion. The written request for exclusion received was submitted with a postmark on or before October 24, 2022.

15. As of this date, Rust received zero (0) objections.

16. A Net Settlement Amount of \$375,112.96 is available to pay Class Members. This fund was determined by subtracting Class Counsel's attorney fees (\$150,000), Class Counsel's litigation costs (\$9,887.04), Class Representative's Enhancement Payment (\$5,000), the LWDA distribution (\$45,000), and the Settlement Administration Costs (\$15,000) from the Maximum Settlement Amount of \$600,000. The Net Settlement Amount will be divided into a Meal, Rest, and Unpaid Wages Payout Fund (\$298,893.76); a Waiting Time Penalties Payout Fund (\$25,207.91); and a Wage Statement (\$36,011.29) and PAGA Payout Fund (\$15,000.00). Based upon the calculations stipulated in the settlement agreement, the highest individual payment to be paid will be approximately \$4,835.07, with the average individual payment to be paid being approximately \$1,187.07, without applicable taxes, withholdings, and employee garnishments.

17. The total cost for the administration of this Settlement, including fees incurred and future costs for completion of the administration is estimated to be \$15,000.00.

18. I declare under penalty of perjury that the above is true and correct to the best of my knowledge and that this Declaration was executed this 23rd day of November 2022, at Minneapolis, MN.

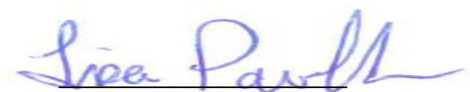

LISA PAVLIK

Exhibit A

NCI CLASS ACTION SETTLEMENT
C/O RUST CONSULTING INC - 7732
P.O. BOX 2396
FARIBAULT, MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



- UAA <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF CALIFORNIA

Arturo Gonzalez v. NCI Group, Inc.
Case No. 1:18-cv-00948-AWI-SKO

**NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION
AND NOTICE OF HEARING ON PROPOSED SETTLEMENT**

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All non-exempt current and former employees who worked for Defendant NCI Group, Inc. as hourly warehouse workers, industrial workers, shipping checkers, distribution employees, shipping clerks, packers, stackers, loaders, packaging clerks, machine operators, receiving clerks, production workers, and all other similarly situated employees in California from June 6, 2014 through February 24, 2020 ("Class Members").

The United States District Court, Eastern District of California ("Court") has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice to Class Members re: Pendency of a Class Action and Notice of Hearing on Proposed Settlement ("Notice") carefully. Most importantly, this Notice will advise you of how you can obtain your money under the Settlement or how you can decide to not take part in the Settlement and preserve your rights against NCI Group, Inc. ("NCI").

The Settlement provides \$600,000 to resolve this Class Action alleging that NCI violated California law by failing to pay all wages due, including all overtime and double time hours at the applicable premium rates of pay; failing to pay all applicable minimum wage; failing to compensate for all hours worked; failing to provide meal and rest periods or pay additional sums of money in lieu thereof; and failing to furnish accurate and compliant wage and hour statements and to pay all wages due at termination of employment.

The Court has not made any ruling that NCI violated the law, and NCI disputes all claims made in the Class Action. The purpose of this Notice is to inform you of the pending Settlement and your rights and options under the Settlement.

WHAT INFORMATION IS IN THIS NOTICE:

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1. Why Have I Received This Notice?

NCI's records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described below, from June 6, 2014 through February 24, 2020 (the "Class Period"). This Notice is meant to provide you with basic information about the case and to advise you of your options to participate in the Settlement, exclude yourself from the Settlement, or object to the Settlement.

The United States District Court, Eastern District of California, deemed Plaintiff's renewed motion for preliminary approval suitable for decision without oral argument pursuant to Local Rule 230(g). On August 8, 2022, the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court will hold a Final Approval Hearing concerning the proposed settlement on **January 23, 2023 at 1:30 p.m.** in Courtroom 2 before Judge Anthony W. Ishii, located at Robert E. Coyle United States Courthouse, 2500 Tulare Street, Eighth Floor, Fresno, California 93271.

2. What Is This Case About?

The action entitled *Arturo Gonzalez v. NCI Group, Inc.*, Case No. 1:18-cv-00948-AWI-SKO, was commenced by Mr. Gonzalez on June 6, 2018 in the Merced County Superior Court. NCI removed the action to federal court, and the action is currently pending in the United States District Court, Eastern District of California.

This Settlement resolves claims that you should have been paid all wages due, including all overtime and double time hours at the applicable premium rates of pay, all applicable minimum wage, and compensation for all hours worked, provided meal and rest periods or paid additional sums of money in lieu thereof, furnished accurate and compliant paystubs, and paid all wages due at termination of employment.

The Court has not determined whether any laws have been violated, nor has it decided in favor of Mr. Gonzalez or NCI; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. Am I A Class Member?

You are a Class Member if you worked for NCI in California as an hourly warehouse worker, industrial worker, shipping checker, distribution employee, shipping clerk, packer, stacker, loader, packaging clerk, machine operator, receiving clerk, production worker, or similar position at any time between June 6, 2014 through February 24, 2020. **Based upon NCI's records, you are a Class Member and you may participate in this Settlement.**

The Class is comprised of three subclasses:

- The "Meal, Rest, and Unpaid Wages Subclass" includes all Class Members.
- The "Waiting Time Penalties Subclass" includes all Class Members who worked for Defendant at any time from June 6, 2015 through February 24, 2020, and who are no longer employed by Defendant.
- The "Wage Statement and PAGA Subclass" includes all Class Members who worked for Defendant at any time from June 6, 2017 through February 24, 2020.

Based on the records from your employment with NCI, you may be a part of one or more subclasses.

4. Where Can I Get Additional Information About the Lawsuit and the Proposed Settlement?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. There are multiple ways to get more information about this lawsuit and the proposed Settlement:

Questions? Call the Settlement Administrator toll free at (866) 759-5122 or view website at <https://NCISettlement.com>

1. **Settlement Administrator**

Class Members who have questions about this Notice, the Settlement, or related issues can contact the Settlement Administrator or review the website for this Settlement:

NCI Class Action Settlement
c/o Rust Consulting Inc - 7732
PO Box 2396
Faribault, MN 55021-9096
Telephone: (866) 759-5122
Website: <https://NCISettlement.com>

2. **Class Counsel**

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously. You may also direct any questions you have about this lawsuit or the proposed Settlement to Class Counsel:

MARA LAW FIRM, PC
David Mara
dmara@maralawfirm.com
Jill Vecchi
jvecchi@maralawfirm.com
2650 Camino Del Rio North, Suite 205
San Diego, CA 92108
Telephone: (619) 234-2833
Facsimile: (619) 234-4048

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

3. **The Court**

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online for a fee through the United States Public Access to Court Electronic Records, <http://www.pacer.gov>.

You may also inspect the files (including the full settlement agreement) at the Office of the Court Clerk located at the United States District Court for the Eastern District of California, Robert E. Coyle Courthouse, 2500 Tulare Street, Eighth Floor, Fresno, CA 93721

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT PROCESS.

5. **What Are My Options?**

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *NCI will not retaliate against you for participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive a payment from the Settlement. You will be bound to the release of the Released Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Claims as defined below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive a payment and you will not give up the right to sue Defendant and the Released Parties for the Released Claims as defined below. Do not opt out if you wish to receive benefits pursuant to this Settlement.
- **OBJECT:** You may file a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this case.

The procedures for opting out and objecting are set forth below in the following sections.

Questions? Call the Settlement Administrator toll free at (866) 759-5122 or view website at <https://NCISettlement.com>

6. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and last four numbers of your social security number or employee identification number; (b) state your intention to exclude yourself from or opt out of the Settlement (e.g. “I want to exclude myself from this settlement. I also understand that I retain all rights to sue NCI for the claims asserted in the lawsuit.”); (c) be addressed to the Settlement Administrator at NCI Class Action Settlement, c/o Rust Consulting Inc – 7732, PO Box 2396, Faribault, MN 55021-9096; (d) be signed by you or your lawful representative; and (e) be postmarked no later than October 24, 2022.

The Final Judgment entered, following approval of the Settlement by the Court, will bind all Class Members who do not request exclusion from the Settlement.

7. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than October 24, 2022. The objection must: (a) state your full name, address, and telephone number; (b) state the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the Class Action or its merits.

Class Members who object may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection he/she will receive a payment if appropriate under the Settlement and will be bound by the terms of the Settlement.

8. How Do I Change My Address?

If you wish to change your address or make any corrections to your name or address, please contact the Settlement Administrator at (866) 759-5122 or NCI Class Action Settlement, c/o Rust Consulting Inc – 7732, PO Box 2396, Faribault, MN 55021-9096.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release NCI and the Defendant Releasees¹ from the Released Claims. The Released Claims are as follows:

Released Claims: Class Members who do not opt out of the settlement will release all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, against the Defendant Releasees, or any of them, for any type of relief arising out of any Settlement Class Member’s employment with Defendant, based on the facts alleged in the Complaint, that accrued during the Class Period for alleged or actual (i) failure to compensate for all hours worked; (ii) failure to pay regular and/or premium wages at the proper hourly rates for all hours worked; (iii) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (iv) failure to provide sufficient meal and/or rest periods or pay additional sums of money in lieu thereof; (v) failure to timely pay wages due at termination or otherwise; (vi) failure to furnish accurate wage statements; (vii) failure to pay minimum wages; (viii) unfair business practices relating to or arising out of the previous claims; and (ix) to the extent not covered above, any claims pled in or reasonably arising out of the facts alleged in the operative complaint in the Litigation. Released Claims include (1) claims for penalties or any other remedies under any statute or regulation or other provision of law, based on the facts alleged in the Complaint, including without limitation claims under California Labor Code sections 201-204, 216, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 1174, 1174.5, 1197, 1198, California Labor Code section 1194, *et seq.*, California Labor Code section 2698 *et seq.*, California Business and Professions Code section 17200 *et seq.*, any applicable California Industrial Welfare Commission Wage Order; (2) claims, based on the facts alleged in the Complaint, for injunctive relief, restitution, disgorgement, accounting, declaratory relief or other equitable relief; (3) any and all claims, based on the facts alleged in the Complaint, for interest, costs, or attorney fees, including without limitation claims under California Labor Code sections 218.5, 1194 & 2698 *et seq.* and California Code of Civil Procedure section 1021.5; (4) and, to the extent not covered above, any and all claims arising

¹ “Defendant Releasees” mean Defendant NCI Group, Inc. and all of its employees, agents, and affiliates, including without limitation parents and subsidiaries, predecessors, successors, divisions, investors, joint ventures and assigns, any benefit plan maintained by any of them and the trustees, fiduciaries, and administrators of any such plan, and each and all of these entities’ past or present directors, officers, employees, agents, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, and personal or legal representatives.

from the facts alleged in the Complaint in the Litigation.

The Released Claims include any Unknown Claims which the Plaintiff or any Settlement Class Member does not know or suspect to exist in his or her favor at the time of the entry of the Judgment, and which, if known by him or her might have affected his or her settlement with and release of the Defendant Releasees or might have affected his or her decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Plaintiff shall expressly and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights and benefits of California Civil Code section 1542, which 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.

The Plaintiff and each Settlement Class Member may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but the Class Representative and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Plaintiff acknowledges, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

For the sake of clarity, the Settling Parties agree that the “Unknown Claims” include only those claims that meet the definition of Released Claims and do not include claims that do not meet the definition of Released Claims. As such, for example, “Unknown Claims” do not include claims for any relief for wrongful termination, unlawful harassment, Workers’ Compensation, or other claims that do not arise from the facts alleged in the Complaint.

10. What are the Terms of the Settlement and How Much Can I Expect to Receive?

Under this Agreement, Defendant will pay \$600,000.00 (“Maximum Settlement Amount” or “MSA”).

The “Net Settlement Amount” or “NSA” means the portion of the MSA, available for distribution to Class Members after the deduction of (1) Payment to Plaintiff in an amount up to \$5,000 for prosecution of the Class Action and risks undertaken for the payment of attorneys’ fees and costs; (2) the Settlement Administration Costs to the Settlement Administrator in an amount not to exceed \$15,000; (4) payment to Class Counsel in an amount not to exceed \$150,000 (25% of the MSA) for attorneys’ fees and an amount not to exceed \$30,000 for litigation expenses; and (5) payment allocated to Plaintiff’s claims brought pursuant to the PAGA in an amount of \$60,000. All of these payments are subject to court approval. NCI’s portion of payroll taxes will be paid by NCI separate and apart from the MSA.

The NSA will be split into three payout funds:

- The Meal, Rest, and Unpaid Wages Payout Fund will be comprised of 83% of the NSA and will be available for distribution to Meal, Rest, and Unpaid Wages Subclass Members.
- The Waiting Time Penalties Payout Fund will be comprised of 7% of the NSA and will be available for distribution to Waiting Time Penalties Subclass Members.
- The Wage Statement Payout Fund will be comprised of 10% of the NSA and will be available for distribution to Wage Statement and PAGA Subclass Members. In addition to this portion of the NSA, 25% of the PAGA Payment will also be available for distribution to Wage Statement and PAGA Subclass Members.

A. How Is My Settlement Payment Calculated?

After deducting the above-referenced amounts, the remaining NSA will be proportionately distributed amongst all Settlement Class Members.² Settlement Class Members will receive a settlement payment based upon their inclusion in the subclasses listed above, the number of shifts they worked, and their most recent hourly rate while working for NCI. To account for variations in the hourly rates received by Settlement Class Members, each Settlement Class Member will have the number of shifts they worked for NCI adjusted to account for their rate of pay. Specifically, each Settlement Class Member’s shifts will be increased by their last known rate of pay multiplied by 0.1. For example, if a Settlement Class Member’s the last known pay rate is \$17.50, the number of shifts they worked would be multiplied by 1.75.

² Settlement Class Members are Class Members who have not requested exclusion from the Settlement.

In addition, Wage Statement and PAGA Subclass Members will receive a proportionate share of the Wage Statement and PAGA Payout Fund that is equal to the Pay Period Value multiplied by the Settlement Class Member's number of Qualifying Pay Periods. The "Pay Period Value" is determined by dividing the Wage Statement and PAGA Payout Fund by the total number of Qualifying Pay Periods for all Wage Statement and PAGA Subclass Members. A "Qualifying Pay Period" is any pay period from June 6, 2017 through February 24, 2020 in which the Wage Statement and PAGA Subclass Member worked for NCI at least one day in the calendar week. Therefore, the value of each Wage Statement and PAGA Subclass Member's Individual Settlement Payment ties directly to the number of weeks that he or she worked for NCI in California.

Based on NCI's records, you are a member of the <<Subclass>> Subclass(es). Although your exact payment cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate payment is as follows: \$ <<EstimatedAward>>, less taxes. This is based on the Class data which shows you were employed by NCI for <<TotalShifts>> shifts during the Class Period at a most recent hourly rate of \$ <<HourlyRate>>, and you worked <<PayPeriods>> Qualifying Pay Periods.

B. What Do I Do If The Number Of Shifts or Pay Periods I Worked Is Wrong?

If you disagree with the number of shifts or pay periods you worked as stated in this Notice, you must notify the Settlement Administrator at NCI Class Action Settlement, c/o Rust Consulting Inc – 7732, PO Box 2396, Faribault, MN 55021-9096 and provide a statement of the number of total shifts and pay periods you worked while employed with NCI during the Class Period, supported by written documentation. You must postmark this information by October 24, 2022 and it must be received by the Settlement Administrator within three business days of the deadline.

The Settlement Administrator will investigate the challenge, request information from NCI as necessary and make the final determination of whether any additional amount is owed to you. NCI's records regarding the number of shifts or pay periods you worked will be presumed to be correct and your challenge will be denied if you do not provide written proof of the number of shifts or pay periods you worked.

C. How Will My Settlement Payment Be Taxed?

Each Settlement Class Member's portion of the Meal, Rest, and Unpaid Wages Payout Fund will be apportioned as 90% wages and 10% interest. Each Settlement Class Member's portion of the Waiting Time Penalties Payout Fund and Wage Statement and PAGA Payout Fund will be apportioned as 100% penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported on IRS W-2 forms. Each Settlement Class Member is solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by such Settlement Class Member on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings (other than the tax withholdings customarily made from employees' wages) and shall be reported on IRS 1099 forms.

NCI's payroll tax obligations will be paid separately by NCI.

D. What Will Happen To My Settlement Payment If I Do Not Cash My Check?

It is strongly recommended that upon receipt of your payment, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day void date, the Settlement Administrator will pay the funds represented by such un-redeemed checks to a cy pres, Legal Aid at Work, a non-profit legal services organization. Legal Aid at Work's Wage Protection Program represents low-wage workers who are the victims of wage violations. The wage claims made by Legal Aid at Work's clients are often the same type of claims made in wage-and-hour class actions brought by workers under the federal Fair Labor Standards Act and under California wage-and-hour laws.