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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DAVID ETTEDGUI, an individual, on
behalf of himself and on behalf of all
other persons similarly situated,

Plaintiff,

v.

WB STUDIO ENTERPRISES INC. and
DOES 1 through 50, inclusive,

Defendants.

Case No. 2:20-cv-08053-MCS-(JDEx)

Assigned to: Hon. Mark C. Scarsi

**DECLARATION OF EVELIN
REYES REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

Hearing Date: May 23, 2022

Hearing Time: 9:00 a.m.

DECLARATION OF EVELIN REYES

I, Evelin Reyes, hereby declare:

1. I am employed as a Case Manager by Simpluris, Inc. (“Simpluris”), the settlement administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5654. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Plaintiff David Ettedgui (“Plaintiff”), and WB Studio Enterprises Inc. (“Defendant”), (collectively the “Parties”), to provide settlement administration services for the matter of *Ettedgui v. WB Studio Enterprises Inc.*, Case No. 2:20-cv-08053-MCS-JDE, in the United States District Court for the Central District of California (“Settlement”). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) establishing and maintaining a settlement website; (d) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (e) printing and mailing the Notice of Pendency of Class Action Settlement to Class Members; (f) receiving and validating Requests for Exclusion, Objections or Disputes of Work Weeks submitted by Class Members; (g) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendant; (h) mailing settlement checks, and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

1 **TOLL FREE TELEPHONE HELPLINE**

2 4. A toll-free telephone number was included in the Class Notice for the
3 purpose of allowing the Class Members to call Simpluris and to make inquiries
4 regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and
5 will remain in operation throughout the settlement process. Callers have the option to
6 speak with a live call center representative during normal business hours or to leave a
7 message and receive a return call during non-business hours. The toll-free telephone
8 number included in the Notice of Proposed Class Action Settlement was (866) 603-7802
9 and was live on February 17, 2022.
10

11 **NOTIFICATION TO THE CLASS**

12
13 5. On September 30, 2021, Counsel for Defendant provided Simpluris with a
14 mailing list (“Class List”) containing Class Members’ names, most recent mailing
15 address and telephone numbers, social security numbers, and pertinent employment
16 information for each Class Member during the Class Period. The Class List contained
17 data for six hundred thirty-two (632) Class Members.
18

19 6. On January 26, 2022, Simpluris received the Court-approved Notice of
20 Pendency of Class Action Settlement (hereafter “Notice Packet”). The Notice Packet
21 advised Class Members of their right to request exclusion from the Settlement, object to
22 the Settlement, and/or do nothing, and the implications of each such action. The Notice
23 Packet advised Class Members of applicable deadlines and other events, including the
24 Final Approval Hearing, and how Class Members could obtain additional information.

25 7. The mailing addresses contained in the Class List were processed and
26 updated utilizing the National Change of Address Database (“NCOA”) maintained by
27 the U.S. Postal Service. The NCOA contains requested changes of address filed with the
28 U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service

1 change of address request, the address listed with the NCOA would be utilized in
2 connection with the mailing of the Notices.

3 8. On February 17, 2022, Notices were mailed to six hundred thirty-two (632)
4 Class Members with addresses contained in the Class List via First Class mail or updated
5 via the NCOA search. A copy of the Notice Packet is attached hereto as **Exhibit A**.

6 9. If a Class Member's Notice was returned by the USPS as undeliverable and
7 without a forwarding address, Simpluris performed an advanced address search (i.e. skip
8 trace) on all of these addresses by using Accurant, a reputable research tool owned by
9 Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a
10 current address. Through the advanced address search, Simpluris was able to locate
11 fifty-six (56) updated addresses and Simpluris promptly mailed the Notices to those
12 updated addresses. In addition, Simpluris received four (4) returned Notices with
13 forwarding addresses and promptly mailed the Notices to those updated addresses.
14 Ultimately, there were four (4) Notices that were undeliverable.
15

16 **SETTLEMENT AWARDS**

17 10. As of this date, there are six hundred twenty-eight (628) Class Members
18 who will be paid their portion of the Net Settlement Amount. This number excludes the
19 Class Members who opted out.
20

21 11. The Net Settlement Amount of \$410,000.00 available to pay Class
22 Members was determined by subtracting the Class Counsel Fees Payment
23 (\$240,000.00), Class Counsel Litigation Expenses Payment (\$20,000.00), Class
24 Representative Service Payment (\$10,000.00), the PAGA Payment to the LWDA
25 (\$15,000.00), the PAGA Payment to the Aggrieved Employees (\$5,000.00), and the
26 Settlement Administration Expenses (\$20,000.00) from the Gross Settlement Amount
27 (\$720,000.00).
28

12. As of this date, the Net Settlement Amount of \$410,000.00 will be disbursed to the Class Members. The *average estimated payment* is \$652.87, the *highest estimated payment* is \$2,508.36.

REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES

13. As of this date, Simpluris has received four (4) Requests for Exclusion from Class Members. The names of the individuals who timely requested exclusion are Tanner Conant, Matthew Harrison, Kenneth W. Sapp Jr., and James Foye.

14. As of this date, Simpluris has not received any Objections to the Settlement from Class Members.

15. As of this date, Simpluris has not received any Disputes of Work Weeks from Class Members.

ADMINISTRATION COSTS

16. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$20,000.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of April, 2022, in Costa Mesa, California.

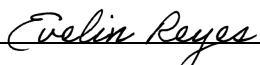

EVELIN REYES

EXHIBIT A

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

(Ettegui v. WB Studio Enterprises Inc., Case No. 2:20-cv-08053-MCS-JDE)

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

To: All individuals who worked for WB Studio Enterprises Inc. in California as Tour Guides/Floaters at any time during the period June 29, 2016 through May 27, 2021 ("Class Members"). (Those individuals who worked during the period February 17, 2019 through May 27, 2021 are referred to as Aggrieved Employees and are entitled to an additional payment, as detailed below.)

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Name_FirstLast»

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the settlement, you do not have to do anything. If the settlement is finally approved by the Court, the payment will be mailed to you at the same address as this Notice. If your address has changed or changes before you receive payment, please notify the Settlement Administrator, as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	To exclude yourself from the class settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will retain your right to sue the Defendant as to the claims released by the class settlement. If you request exclusion, you will receive no money from the class settlement. Instructions are set forth below. You may not exclude yourself from the PAGA (or non-class) portion of this settlement, as that claim is filed on behalf of the LWDA (a state agency). If the Court finally approves the settlement, all Aggrieved Employees will receive the PAGA payment and release the Released PAGA claims, regardless of whether you submit a request for exclusion from the class settlement.
Object/Comment	You may write to the Court about why you like or do not like the settlement or you may appear at the Final Approval Hearing to make an oral statement in support of or in opposition to the settlement. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the United States District Court for the Central District of California (the "Court"), and a related proceeding pending in California state court, has been reached between Plaintiff David Ettegui ("Plaintiff") and Defendant WB Studio Enterprises Inc. ("Defendant") and has been granted preliminary approval by the Court. **You may be entitled to receive money from this Settlement. The Court has not made a determination about any of the contentions of the parties. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims or defenses asserted by either side.**

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

All individuals who worked for Defendant in California as non-exempt employees who were Tour Guides/Floaters as at any time during the Class Period. The Class Period is June 29, 2016 through May 27, 2021.

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 29, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 20STCV24867). Plaintiff asserted claims against Defendant for wage and hour violations under the California Labor Code based primarily on allegations that Defendant denied full meal/rest periods and failed to reimburse certain business expenses incurred by employees. On September 2, 2020, Defendant removed the matter to federal court, the United States District Court, Central District of California, where it is currently pending as *Ettegui v. WB Studio Enterprises Inc.*, Case No. 2:20-cv-08053-MCS-JDE (the “Action”).

On October 19, 2020, Plaintiff filed a separate lawsuit, also in state court (Case No. 20BBCV00719), based on the same conduct alleged in the federal Action, but filed pursuant to the Private Attorneys General Act (“PAGA”). This claim is brought on behalf of a subset of the class, specifically, those Tour Guides/Floaters who worked during the shorter statute of limitations applicable to such PAGA claims. As part of this Settlement, Plaintiff has filed an amended complaint in federal court asserting the PAGA claim in the federal Action, so that the Settlement can resolve all related claims together.

Through mediation on April 28, 2021, the Parties reached a settlement in order to avoid the inconvenience and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented.

Defendant disputes all claims asserted in this litigation, and further denies that the Action is appropriate for class or PAGA treatment for any purpose other than this Settlement. Specifically, Defendant maintains that it has properly complied with all state and federal laws and regulations, including the California Labor Code and California Industrial Commission Wage Order. Nothing in this Notice, the Settlement, or actions to carry out the Settlement means that the Defendant admits any fault, wrongdoing or liability whatsoever. The Court has not made any findings regarding Plaintiff’s claims.

The Court granted preliminary approval of the Settlement on January 26, 2022. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred Twenty Thousand Dollars (\$720,000.00) (the “Gross Settlement Amount”) to fully resolve the claims in the Action. The Gross Settlement Amount includes all payments of Settlement Shares to the Class contemplated by the Settlement, the PAGA Payment, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, and the Class Representative Service Payment to the Plaintiff. If the Court finally approves the Settlement, the entirety of the Gross Settlement Amount will be disbursed. With the exception of Defendant’s right to terminate the Settlement Agreement under certain conditions (as detailed further in the Settlement Agreement), no amount of the Gross Settlement Amount will revert to Defendant for any reason.

Amounts to be Paid From the Gross Settlement Amount. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as described, below. These amounts are subject to final Court approval, and will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$20,000 for administering the Settlement.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third of the Gross Settlement Amount, which is \$240,000, as the “Class Counsel Fees Payment”, and an additional amount to reimburse actual litigation expenses not to exceed \$20,000 as the “Class Counsel Litigation Expenses Payment.” Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. A Class Representative Service Payment that will not exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate Plaintiff for his services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$20,000 relating to the claim for penalties under PAGA, \$15,000 of which will be paid to the LWDA (a California government agency). The remaining \$5,000 will be distributed to the Aggrieved Employees to be allocated based on the number of workweeks worked as an Aggrieved Employee during the PAGA Period. Aggrieved Employees are all individuals who worked for Defendant in California as non-exempt employees who were Tour Guides/Floaters at any time during the PAGA Period. The PAGA Period is February 17, 2019 through May 27, 2021.

Calculation of Payments to Participating Class Members. After all of the payments of the court-approved Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Payment, and the Settlement Administration

Expenses are deducted from the Gross Settlement Amount, the amount remaining is the Net Settlement Amount. The Net Settlement Amount shall be distributed to Participating Class Members. The submission of a claim form is not required to be paid. The Net Settlement Amount shall be paid as described below.

The amount paid to each Participating Class Member (his/her “Settlement Share”) will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period (“Weekly Rate”), and (b) multiplying the Weekly Rate by the number of weeks worked by each individual Participating Class Member during the Class Period. The Class consists of an estimated total of 632 Class Members who collectively worked 32,000 workweeks during the Class Period.

If the Settlement is approved by the Court and you do not opt out, you will automatically be mailed a check for your Settlement Share to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed or changes before the payment is issued, you must contact the Settlement Administrator to inform it of your correct address to insure you receive your payment.

Tax Matters. One Hundred percent (100%) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and for penalties allegedly due to employees, neither of which will be subject to wage withholdings. An IRS Form 1099 will be issued, if applicable.

Participating Class Members shall be responsible for paying any taxes owing on their Settlement Shares. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the date that the final judgment in the Action becomes final and upon full funding by the Defendant of the Gross Settlement Amount, the Participating Class Members shall fully and finally release and discharge Defendant, together with all Defendant’s respective past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant (“Released Parties”), from all Released Class Claims. “Released Class Claims” are any and all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action, of every kind and/or nature whatsoever, which any Participating Class Member now has or at any time ever had against any of the Released Parties that is alleged in the operative Complaint or that could have been alleged based on the facts alleged in the operative Complaint, including: (a) meal period penalties allegedly owed to the Participating Class Members by Defendant during the Class Period; (b) rest period penalties allegedly owed to the Participating Class Members by Defendant during the Class Period; (c) violation or alleged violation of California Labor Code Sections 201, 202, 203, 226, 226.7, 512, and 2802 and/or any California Industrial Commission Wage Order or other statute or regulation regarding meal and rest periods; (d) attorneys’ fees due or allegedly due under California Labor Code or any other statute, regulation, or contractual provision providing for such fees in connection with the operative Complaint; and (e) penalties or other payments which are based on any of the foregoing, including penalties, premiums, or payments under California Labor Code Sections 201, 202, 203, 226, 226.7, 512, and 2802 and/or any violation of the California Industrial Commission Wage Order alleged in the operative Complaint (“Released Class Claims”). Without in any way limiting the foregoing, the Released Class Claims shall include all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action under statutes and regulations set forth in this paragraph, whether enforced directly or pursuant to California Labor Code Section 2699, California Business and Professions Code Section 17200, *et seq.*, or any other mechanism. The Released Class Claims do not include claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and/or any of the other Released Parties about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

Release of PAGA Claims: Separate and apart from the Released Class Claims specified above, all Aggrieved Employees will release all PAGA claims for civil penalties pled in the operative Complaint or in the Class Representative’s letter to the LWDA, dated February 17, 2020, which arose during the PAGA Period or could have been alleged based on the factual allegations contained in the operative Complaint or letters sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees, including: (a) PAGA claims predicated on meal period penalties allegedly owed to the Aggrieved Employees by Defendant during the PAGA Period; (b) PAGA claims predicated on rest period penalties allegedly owed to the Aggrieved Employees by Defendant during the PAGA Period; (c) PAGA claims predicated on violation or alleged violation of California Labor Code Sections 201, 202, 203, 226, 226.7, 512, and 2802 and/or any California Industrial Commission Wage Order or other statute or regulation regarding meal and rest periods; (d) attorneys’ fees due

or allegedly due under PAGA in connection with the operative Complaint; and (e) PAGA penalties which are based on any of the foregoing, including PAGA penalties predicated on penalties, premiums, or payments allegedly due under California Labor Code Sections 201, 202, 203, 226, 226.7, 512, and 2802 and/or any California Industrial Commission Wage Order ("Released PAGA Claims"). The Released PAGA Claims exclude any PAGA claims outside the PAGA Period.

The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. While you may not exclude yourself from the PAGA portion of the settlement (since it is brought on behalf of the LWDA), you may comment on or object to the PAGA portion of the Settlement if you believe it is unfair, even if you exclude yourself from the class portion of the Settlement.

5. How much will my payment be?

Defendant's records reflect that you worked «MERGED_WW» weeks during the Class Period. Your estimated Settlement Share is «MERGED_EstSettAmnt_CALC».

The actual amount that you receive could be more or less than the above estimated amount, depending on the final settlement terms approved by the Court, including the number of persons who request exclusion.

You may dispute the number of workweeks assigned to you above. If you wish to dispute the accuracy of the number of workweeks set forth above, then you must submit a written, signed statement, setting forth the basis for the dispute, along with any supporting documents, to the Settlement Administrator at the address provided in this Notice no later than April 4, 2022.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share and your PAGA Payment if you are a member of the subgroup of Aggrieved Employees will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed or changes, you must notify the Settlement Administrator. The Settlement Administrator is Simpluris.

The Court will hold a hearing on May 23, 2022 at 9:00 a.m. to decide whether to finally approve the Settlement. If the Court finally approves the Settlement, and there are no objections or appeals, payments will be mailed within approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the class settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the class settlement which means you will retain the right to sue Defendant for Released Class Claims.** You may not exclude yourself from the PAGA (or non-class) portion of this Settlement, as that claim is filed on behalf of the LWDA (a state agency). If the Court finally approves the Settlement, all Aggrieved Employees will receive the PAGA payment and release the Released PAGA claims, regardless of whether you submit a request for exclusion from the class settlement.

To opt out of the class settlement, you must submit a written, signed request to opt-out either (i) online through the Settlement Website; or (ii) by First Class Mail, postmarked (or in the case of online submission, submitted) no later than April 4, 2022. The request to opt-out must state in substance: "I have read the Class Notice, and I wish to opt-out of the class action and settlement of the case *Etteedgui v. WB Studio Enterprises Inc.*, Case No. 2:20-cv-08053-MCS-JDE." The request to opt-out must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. To be valid, the request to opt-out of the class settlement must be completed by you and must be timely submitted to the Settlement Administrator. No other person may opt-out for a living member of the Class. The Settlement Website is located www.WBSESettlement.com. Any online submission of the request to opt-out must be confirmed with a confirmation number before the deadline.

The address for the Settlement Administrator is P.O. Box 26170 Santa Ana, CA 92799. Written requests to opt-out of the class settlement that are postmarked or submitted online after April 4, 2022, or are incomplete or unsigned, will be rejected. Class Members who submit untimely, incomplete, or unsigned requests to opt-out will remain bound by the Settlement, will receive their Settlement Share, and will be deemed to have released the Released Class Claims against Defendant.

8. How do I tell the Court that I don't like the Settlement?

Any Class Member who believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement or to the motion for attorneys' fees, costs and service award (which will be posted for viewing on or before March 18, 2022 on the Settlement Website at www.WBSESettlement.com. Written objections must state your name, current address, telephone number, and describe why and what part of the Settlement you believe to be unfair and whether you intend to appear at the final approval

hearing. All objections or other correspondence must also state the name and number of the case, which is *Ettedgui v. WB Studio Enterprises Inc.* in the United States District Court for the Central District of California, Case No. 2:20-cv-08053-MCS-JDE. Class Members may enter an appearance through an attorney if the Class Member so desires. (Note: You may not object to the class portion of the Settlement if you timely and validly opt out, as in that case, that part of the Settlement will not impact you.)

Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to make an oral objection.

Any written objections must be delivered or postmarked and mailed to the Settlement Administrator with copies to Class Counsel and Defendant's Counsel by no later than April 2, 2022. The address for the Settlement Administrator is P.O. Box 26170 Santa Ana, CA 92799.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: Norm@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Seth E. Pierce
Louise Truong
Mitchell Silberberg & Knupp LLP
2049 Century Park East, 18th Floor
Los Angeles, CA 90067-3120

To object to the class portion of the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Class Claims and the Released PAGA Claims. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 AM on May 23, 2022, at the United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, 7th Floor, Los Angeles, California 90012, in Courtroom 7C, before District Judge Mark C. Scarsi. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (866) 603-7802 or write to *Ettedgui v. WB Studio Enterprises Inc.* Settlement Administrator, c/o www.WBSESettlement.com; or contact Class Counsel at 1-858-551-1223.

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You are able to review a copy of the Settlement Agreement, the motion for attorneys' fees, costs, and service award, the Final Judgment or other Settlement documents on the Settlement Website at www.WBSESettlement.com. You may also get more details by examining the Court's file using PACER at <http://www.cand.uscourts.gov/> and entering the Case No. 2:20-cv-08053, or by going to the Clerk's Office located at 350 W. 1st Street, Los Angeles, California 90012 during regular business hours.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If the check of a Participating Class Member remains uncashed by the expiration date, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.