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Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SARAH ARMSTRONG and ROBERT
WALLACE, individuals, on behalf of
Themselves and on behalf of all persons
Similarly situated,

Plaintiffs,

v.

PROMETRIC LLC, a Limited Liability
Company, and Does 1 through 50,
inclusive,

Defendants.

) Case No.: 20STCV29967

)
) DECLARATION OF CHRISTINA
) FOWLER REGARDING NOTICE AND
) SETTLEMENT ADMINISTRATION

)
) Judge: Hon. Maren Nelson
) Dept.: 17
) Hearing Date: June 30, 2022
) Hearing Time: 9:00 a.m

I, **CHRISTINA FOWLER** declare the following facts to be true and correct and if called
as a witness would testify competently to the same:

1 1. I am employed as a Case Manager by Simpluris, Inc. (“Simpluris”) the claims
2 administrator in the above-entitled action. My business address is 3194-C Airport Loop
3 Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5644. I am over twenty-
4 one years of age and authorized to make this declaration on behalf of Simpluris and myself.

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

9 3. Simpluris was appointed by the Court as Settlement Administrator to
10 administer the settlement in accordance with the terms of the Class Action Settlement
11 Agreement entered into by the parties on or about January 14, 2022, (the “Settlement
12 Agreement”). Simpluris has been, and if the Court grants final approval of the
13 Settlement, will be responsible for, among other things: (a) printing and mailing in
14 English the Notice of Proposed Settlement of PAGA, Class and Collective Action and
15 Hearing Date for Final Court Approval (“Notice”) (b) receiving undeliverable Notice
16 Packets; (c) receiving and validating requests for exclusion; (d) calculating individual
17 settlement payments, distributing funds, and tax-reporting following final approval; (e)
18 mailing settlement checks; (f) answering questions from Class Members; and (g)
19 performing such other tasks necessary to effectuate the terms of the Settlement or as the
20 Parties mutually agree or the Court orders Simpluris to perform.

21 4. A toll-free telephone number was included in the Class Notice for the purpose
22 of allowing the Class Members to call Simpluris and to make inquiries regarding the
23 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in
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1 operation throughout the settlement process. Callers have the option to speak with a live
2 call center representative in English and Spanish during normal business hours or to leave
3 a message and receive a return call during non-business hours. The toll-free telephone
4 number included in the Class Notice was 1-888-369-3780.

5 5. On January 14, 2022, Simpluris received the Court-approved Notice. The
6 Notice advised Class Members of their right to opt out from the Settlement, object to the
7 Settlement, or do nothing, and the implications of each such action. The Notice advised
8 Class Members of applicable deadlines and other events, including the Final Approval
9 Hearing, and how Class Members could obtain additional information. The Notice was
10 pre-printed with the name and address of the Class Member and their estimated payment.
11
12 A sample Notice Packet is attached hereto as **Exhibit A**.

13
14 6. On January 18, 2022, Counsel for Defendant provided Simpluris with a
15 mailing list (“Class List”) containing the name, last known address, Social Security
16 number, and pertinent employment information during the Class Period for the Class
17 Members. The Class List contained data for two hundred fifty (250) Class Members.
18

19 7. The mailing addresses contained in the Class List were processed and updated
20 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S.
21 Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service.
22 In the event that any individual had filed a U.S. Postal Service change of address request,
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1 the address listed with the NCOA was utilized in connection with the mailing of the
2 Notices.

3 8. On February 11, 2022, after updating the mailing addresses through the
4 NCOA, Notices were mailed via First Class Mail to two hundred fifty (250) Class
5 Members contained in the Class List.

6 9. As of this date, thirty-two (32) Class Notices were returned by the post
7 office. For those without forwarding addresses, Simpluris attempted to find a forwarding
8 address using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used
9 the Class Member's name and previous address to locate a current address. Altogether,
10 Simpluris re-mailed twenty-seven (27) Class Notices to either; a new forwarding address
11 provided by the Post Office, a newfound address using Accurant, or a forwarding address
12 provided by the Class. Ultimately, five (5) Class Notices were undeliverable.
13
14

15 10. As of today, there are two hundred fifty (250) Participating Class Members
16 who will be paid their portion of the Net Settlement Amount, estimated to be \$505,167.
17 The Net Settlement Amount available to pay Participating Class Members was
18 determined as follows:
19

20	Gross Settlement Amount:	\$ 880,000.00
21		
22	Less Attorneys' Fees (Requested)	-\$ 293,333.00
23	Less Litigation Costs (Requested)	-\$ 25,000.00
24	Less Plaintiffs' Service Awards (Requested)	-\$ 20,000.00
25	PAGA – LWDA Payment	-\$ 22,500.00
26		
27	Less Settlement Administration:	-\$ 6,500.00
28	PAGA - Aggrieved Employees	<u>-\$ 7,500.00</u>

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\$ 505,167.00

Based upon the above deductions, the total *average* recovery under the settlement is approximately \$2,020.67 and the total *highest* recovery is approximately \$12,239.07.

11. As of this date, Simpluris has not received any requests for exclusion from the Settlement.

12. As of this date, Simpluris has not received any disputes.

13. Class Members who wished to submit written objections were directed to submit their objection with the Simpluris. As of this date, Simpluris has not received any objections.

14. The most current weekly report is attached hereto as **Exhibit B**.

15. 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 \$6,500. 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 preparation of 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 11th day of April, 2022, in Fort Worth, Texas.

Christina Fowler

EXHIBIT A

**NOTICE OF PROPOSED SETTLEMENT OF PAGA, CLASS AND COLLECTIVE ACTION AND
HEARING DATE FOR FINAL COURT APPROVAL**

(Armstrong, et al. v. Prometric LLC, Superior Court of the State of California,
County of Los Angeles, Case No. 20STCV29967)

**If you worked for Prometric in California as a non-exempt employee between August 7, 2016 and July 3, 2021, you may be
entitled to a payment from a settlement.**

**YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT, AND YOU HAVE A CHOICE TO MAKE.
PLEASE READ THIS NOTICE CAREFULLY.**

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Name» «Code» « »

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, RECEIVE AND CASH A SETTLEMENT CHECK	If you do nothing, you will remain a part of this case and will be sent a settlement payment of approximately \$«MERGED_EstSettAmnt_CALC». The actual amount you receive will be less because of deductions for applicable taxes and due to other factors. If you do not exclude yourself from the Settlement, you will release the Released Class Claims defined in Section 5 below. Collective Members who sign or cash the settlement check also will release the Released FLSA Claims defined in Section 5 below. Aggrieved Employees also will released the Released PAGA Claims defined in Section 5 as part of this Settlement. If the Court approves the Settlement, the settlement check will be mailed to the same address as this notice. It is therefore important that you immediately notify the Settlement Administrator if your address has changed by following the instructions in Section 10 below.
EXCLUDE YOURSELF	If you do not want to participate in the Settlement and instead wish to retain your right to sue Prometric for wage and hour claims under California law, you must submit a written "Election Not to Participate in Settlement" to the Settlement Administrator by following the instructions in Section 7 below. If you elect not to participate in the Settlement, you will not receive any money from the Settlement, you will not be eligible to object to the Settlement, and you will not be bound by the Settlement or the releases. If you are an Aggrieved Employee as defined in Section 1 below, you will receive a PAGA Payment and you will release the Released PAGA Claims even if you exclude yourself from the Settlement.
OBJECT	You may write to the Settlement Administrator about why you object to Settlement or you may appear at the Final Approval Hearing to make an oral objection. If you submit an Election Not to Participate in Settlement, you cannot object to the Settlement. More information about objecting is provided in Section 8 below.

Your options are explained in this Notice. To exclude yourself from or object to the Settlement, you must take action **by the deadlines listed below**. If you are in favor of the Settlement, you don't need to do anything to obtain your settlement payment. Prometric will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

Plaintiffs Sarah Armstrong and Robert Wallace (“Plaintiffs”) and Defendant Prometric LLC (“Defendant”) have reached a proposed settlement (the “Settlement”) of a class, collective, and PAGA lawsuit pending in Los Angeles County Superior Court (the “Court”). The Court authorized the parties to send this Notice to you to inform you about the proposed terms of the Settlement and about all of your options, before the Court decides whether to approve the Settlement.

Defendant’s records show you were employed by Defendant in California as a non-exempt employee at some time between August 7, 2016 and July 3, 2021 (the “Class Period”) and you have not already released Defendant from wage and hour claims for the Class Period in another matter. You are therefore a member of the Class.

If you worked for Defendant in California as a non-exempt employee at some time between August 7, 2017 and July 3, 2021 (the “Collective Period”), you are also a Collective Member. If you were employed by Defendant in California as a non-exempt employee at some time between June 3, 2019 and July 3, 2021 (the “PAGA Period”), you are also an “Aggrieved Employee.”

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 lawsuit about?

This lawsuit is about whether Defendant properly paid its California non-exempt employees for minimum wages and overtime, provided meal periods and rest breaks, reimbursed employees for business expenses, provided accurate wage statements, and timely paid wages owed during employment and upon separation. Defendant denies the claims made in the lawsuit and believes that its California non-exempt employees received all wages, payments, breaks, and wage statements to which they were entitled. The Court has not made any ruling on the merits of the claims, and no party has prevailed in the lawsuit.

This lawsuit has been filed as a class action. In a class action, one or more people called “class representatives” sue not only for themselves, but also on behalf of other people who have similar claims. The other people are called “class members” and together are the “Class.” Similarly, in a collective action, one or more people can seek to represent a “Collective” of similarly situated people. The individuals who initiated this class/collective action are called the “Plaintiffs.” In a class/collective action, the Plaintiffs ask the court to resolve the issues for every member of the Class and Collective. Here, the Court has approved Plaintiffs as the Class Representatives, and the Class/Collective Members are represented by Class Counsel, the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP.

On August 7, 2020, Plaintiffs filed a class action complaint in the Superior Court of the State of California, County of Los Angeles (the “Complaint”), alleging the following claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to timely pay wages, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, and failure to pay wages at termination. As part of this Settlement, Plaintiff is filing a First Amended Complaint to assert factual predicates and causes of action on behalf of a collective of similarly situated people for alleged violations of the minimum wage, overtime and recordkeeping provisions of the Fair Labor Standards Act (“FLSA”), and a claim under the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”) with respect to the Aggrieved Employees based upon the above alleged violations. This lawsuit is referred to as the “Action.”

3. What are the terms of the Settlement?

Subject to Court approval, Defendant has agreed to pay up to Eight Hundred Eighty Thousand Dollars (\$880,000) (the “Maximum Gross Settlement Amount”) to resolve the claims of all Participating Class Members, Collective Members, and Aggrieved Employees. The Maximum Gross Settlement Amount will be used to pay: (1) the Individual Settlement Payments to Class/Collective Members; (2) attorneys’ fees of up to \$293,333 (one-third of the Maximum Gross Settlement Amount) plus reimbursement of actual litigation expenses and costs of up to \$25,000; (3) Class Representative Service Payments of \$10,000 for each Plaintiff (for a total of \$20,000); (4) a PAGA Payment of \$30,000, of which \$22,500 will be paid to the California Labor & Workforce Development Agency and \$7,500 will be paid to the Aggrieved Employees; and (5) the Settlement Administrator’s fees and costs of up to \$15,000. The Settlement is conditioned upon the Court granting final approval of the Settlement and entering an order and judgment.

4. How much will my settlement payment be and how was it calculated?

Calculation of Individual Settlement Payments. The Court has approved the formula used to calculate your settlement payment. The formula considers the number of days you worked (“Workdays”) as a non-exempt employee in California during the Class Period. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at www.simpluris.com/case-information/.

Defendant’s records reflect that you worked «MERGED_ClassWorkDays» Workdays during the Class Period. Based on the formula preliminary approved by the Court, your settlement payment is estimated to be \$«MERGED_EstSettAmnt_CALC».

The Settlement Administrator used information from Defendant’s records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator using the contact information in Section 10 below. If you dispute the number of Workdays and/or the calculation of your settlement payment, you must submit a written, signed dispute challenging the information, along with any documentation supporting your contention, to the Settlement Administrator no later than March 28, 2022. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Calculation of PAGA Payments. To settle the PAGA Released Claims, \$30,000 of the Maximum Gross Settlement Amount will be distributed according to PAGA’s requirements: 75% (\$22,500) will be paid to the California Labor & Workforce Development Agency and 25% (\$7,500) be paid to the Aggrieved Employees (together, the “PAGA Payment”). If you are an Aggrieved Employee, your share of the PAGA Payment is determined by a formula that considers the total Workdays worked by Aggrieved Employees during the PAGA Period and your individual Workday count during that same period. Your PAGA Payment is in addition to any Individual Settlement Payment you receive as a Participating Class Member. The PAGA Payment shall be allocated and paid to Aggrieved Employees regardless of whether they request exclusion from the Settlement.

Settlement checks that are not cashed within 180 days of issuance will be null and void.

Tax Matters. Twenty-five percent (25%) of each Participating Class Member’s Individual Settlement Payment shall be allocated to the settlement of wage claims (the “Wage Portion”) and the remaining seventy-five percent (75%) will be allocated to interest and penalties (the “Non-Wage Portion”). The PAGA Payment (if any) is allocated entirely to penalties.

The Wage Portion of each Individual Settlement Payment is subject to payroll deductions or applicable taxes and withholdings, for which you will receive a Form W-2. The Non-Wage Portion and PAGA Payment (if any) are not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Defense Counsel can advise you regarding the tax consequences of the Settlement. You may wish to consult with your own tax advisor about the tax consequences of the Settlement.

5. What am I giving up by participating in the Settlement?

Regardless of whether you cash a settlement check, if you do not exclude yourself from the Settlement (as described in Section 7 below), you will release the Released Class Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against Defendant (Prometric) and its current or past predecessors, successors, affiliates, subsidiaries, parent companies, divisions, current and past employees, insurers, agents, consultants, legal representatives, and any other related entities, and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters (the “Released Parties”) asserting any claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, liens, charges, complaints, expenses, attorneys’ fees, damages, liquidated damages, actions or causes of action, whether known or unknown, contingent or accrued, against the Released Parties that accrued during the Class Period for Class Members, and that arise out of or reasonably relate to the allegations asserted in the First Amended Complaint, that are asserted in the First Amended Complaint, or that could have been asserted in the First Amended Complaint based on the allegations in the First Amended Complaint, whether in contract or based on putative violations of any federal, state, city, or local law (the “Released Class Claims”). The Released Class Claims include all claims arising from the factual allegations in the First Amended Complaint for unpaid wages, minimum wages, overtime, double time, or premium pay of any other kind, meal period violations, rest break violations, wage statement violations, the failure to keep accurate payroll records, suitable seating violations, the failure to timely pay wages during employment and upon termination of employment, the failure to reimburse employees for business expenses, all related claims for civil and statutory penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses, all claims under PAGA that could have been premised on the Released Class Claims, all claims under the California Business & Professions Code section 17200 *et seq.* that could have been premised on the Released Class Claims, all claims under the Fair Labor Standards Act, the California Labor Code, the applicable IWC Wage Orders, and any other federal, state, city, or local law regarding wages and hours, including any and all claims arising from the factual allegations in the First Amended Complaint that the Class Members do not know or suspect to exist in their favor, which if known by them, would have materially affected the Settlement and the release of the Released Parties. The Released Class Claims exclude all other claims, including claims for vested benefits other than

wages, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period, and PAGA claims outside of the PAGA Period.

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

If you are a Collective Member and you cash your settlement check, you also will release the Released FLSA Claims. Collective Members who cash their settlement checks will not be able to sue, continue to sue, or be part of any other legal action asserting any claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, liens, charges, complaints, expenses, attorneys' fees, damages, liquidated damages, actions or causes of action, whether known or unknown, contingent or accrued, against the Released Parties that accrued during the Collective Period, and that arise out of or reasonably relate to the allegations asserted in the First Amended Complaint, that are asserted in the First Amended Complaint, or that could have been asserted in the First Amended Complaint based on the allegations in the First Amended Complaint, whether in contract or based on putative violations of the Fair Labor Standards Act or its interpreting regulations (the "Released FLSA Claims"). The Released FLSA Claims include all claims arising from the factual allegations in the First Amended Complaint for unpaid wages, minimum wages, overtime, or premium pay of any other kind, the failure to keep accurate payroll records, the failure to timely pay wages during employment and upon termination of employment, and all related claims for civil and statutory penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, including any and all claims arising from the factual allegations in the First Amended Complaint that the Participating Collective Members do not know or suspect to exist in their favor, which if known by them, would have materially affected the Settlement and the release of the Released Parties. The settlement check to the Participating Collective Members shall contain, on the back of the check, the following language: "By endorsing, negotiating, or cashing this check, I affirmatively consent to join and opt into the *Armstrong, et al. v. Prometric, LLC* lawsuit pursuant to 29 U.S. Code Section 216(b) for the purpose of becoming a party and releasing all claims against the Released Parties under the Fair Labor Standards Act that arise out of or relate to the Released Class Claims during the Collective Period."

The PAGA Released Claims will be released. If you are an Aggrieved Employee, you also will release any and all claims under the Labor Code Private Attorneys General Act of 2004 that were asserted or alleged in Plaintiffs' letters to the LWDA and the First Amended Complaint or that reasonably relate to factual allegations in Plaintiffs' letters to the LWDA or the First Amended Complaint, including all claims for penalties, interest, attorneys' fees, costs and expenses, and other remedies available under PAGA (the "Released PAGA Claims"). The release and extinguishment of the Released PAGA Claims is effective and binding on all Aggrieved Employees, including Aggrieved Employees who are Non-Participating Class Members.

6. How can I get my settlement payment?

If you wish to participate in the Settlement, you do not need to take any action now. You will receive a check for your settlement payment by mail to the same address as this Class Notice. If your mailing address has changed, please contact the Settlement Administrator.

The Court will hold a hearing on June 30, 2022, at 9:00 a.m. to decide whether to give final approval to the Settlement. If the Court grants final approval and there are no objections or appeals, settlement payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient and update the Settlement Administrator if your address changes.

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

If you do not wish to release your Released Class Claims, then you must take steps to exclude yourself from the Settlement. This is sometimes referred to as "opting out" of the Settlement.

If you wish to exclude yourself from the Settlement, you must submit a written "Election Not to Participate in Settlement." **If you exclude yourself, you will not receive an Individual Settlement Payment and you will not be bound by the Settlement terms, which means you will retain the right to sue Defendant for the Released Class Claims and Released FLSA Claims.** However, if you are an Aggrieved Employee, you will receive a PAGA Payment and you will release all Released PAGA Claims even if you exclude yourself from the Settlement. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date.

To exclude yourself from the Settlement, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated Election Not to Participate in Settlement. The Election Not to Participate in Settlement must be postmarked by or received no later than March 28, 2022. The Election Not to Participate in Settlement should state in substance that you wish to be excluded from the Class in the *Armstrong v. Prometric* lawsuit and that you understand that by excluding yourself you will not receive a settlement

payment from the class settlement in this Action. You should include your full name, address, and telephone number on the Election Not to Participate in Settlement. Please also include the name and number of the case, which is *Armstrong v. Prometric*, Case No. 20STCV29967. You can only personally sign and submit an Election Not to Participate in Settlement for yourself. No other person may sign or submit an Election Not to Participate in Settlement on your behalf.

The Settlement Administrator's address and telephone number are:

Armstrong et al. v. Prometric LLC
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780
Fax: (714) 824-8591

Elections Not to Participate in Settlement that are postmarked after March 28, 2022, are incomplete, or are unsigned will be rejected, and Class Members who submit deficient Elections Not to Participate in Settlement will remain bound by the Settlement and the releases described above.

8. How do I tell the Court that I disapprove of the Settlement?

If you have not submitted an Election Not to Participate in Settlement, you can object to any portion the Settlement which you disapprove. You can give reasons why you think the Court should not approve the Settlement, including any of its proposed terms, the attorneys' fees and expenses, or the Class Representative Service Payments. You may object to the Settlement either in writing or in person.

All written objections must be submitted to the Settlement Administrator by March 28, 2022, and if mailed, must be postmarked or otherwise received by that date. The Settlement Administrator's address is: Armstrong et al. v. Prometric LLC, P.O. Box 26170 Santa Ana, CA 92799. You also may send written objections to the Settlement Administrator via email at prometricllcsettlement@simpluris.com, or by fax at (714) 824-8591. Written objections should explain the grounds for each objection and describe why you do not agree with the Settlement. Include your name, current address, and telephone number on your objections. Write the name and number of the lawsuit on all objections or other correspondence: *Armstrong v. Prometric, LLC*, Los Angeles Superior Court Case No. 20STCV29967.

Alternatively, you may appear remotely at the Final Approval Hearing on June 30, 2022 at 9:00 a.m. to make an oral objection without submitting a written objection. The hearing will take place remotely. To appear at the hearing, you must schedule a remote appearance through LA CourtConnect at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. Class Counsel can assist you if you would like to appear at the hearing.

You cannot object to the Settlement if you have excluded yourself from the Settlement. 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 and you will be mailed a settlement check.

The addresses for Parties' counsel are as follows:

Class Counsel:

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

Counsel for Defendant:

Robin Samuel
Teresa H. Michaud
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Los Angeles, California 90067
Tel: (310) 201-4728
Email: robin.samuel@bakermckenzie.com
Email: teresa.michaud@bakermckenzie.com

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

The Court will hold a Final Approval Hearing at 9:00 a.m. on June 30, 2022, at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 17 before Judge Maren E. Nelson. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate, and will consider any properly submitted objections. The Court will determine whether to grant final approval to the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the LA CourtConnect procedure at <https://www.lacourt.org/lacc/>. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Armstrong v. Prometric*. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV29967.

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

You may call the Settlement Administrator at (888) 369-3780 or write to Armstrong et al. v. Prometric LLC, P.O. Box 26170 Santa Ana, CA 92799.

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Armstrong v. Prometric*. You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles and entering the Case No. 20STCV29967. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

The Court encourages persons seeking services from the Clerk's Office, court support services, and/or the Self-Help Centers to schedule an appointment. The telephone numbers to schedule appointments for each courthouse are listed at courthouse entrances and are posted on the Court's website, www.lacourt.org.

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, and this expiration date is printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds *cy pres* to two recognized 501(c)(3) tax-exempt charities as follows: (1) 50% to Bet Tzedek Legal Services and (2) 50% to Legal Aid at Work, as approved by the Court pursuant to California Code of Civil Procedure section 384.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B



4/9/2022

Case Manager Name: Christina Fowler
Case Manager Email: cfowler@simpluris.com
Case Manager Direct Line : (714) 640-5644

Armstrong et al v Prometric LLC
Superior Court of California County of Los Angeles
Case No. 20STCV29967

Plaintiff Counsel

Norman B. Blumenthal / Blumenthal Nordrehaug & Bhowmik
Kyle R. Nordrehaug / Blumenthal Nordrehaug & Bhowmik

Defense Counsel

Robin Samuel / BAKER McKenzie LLP

Case Milestones

Preliminary Approval Order	January 14, 2022
Notification Mailing	February 11, 2022
Opt Out Deadline	March 28, 2022
Objection Deadline	March 28, 2022
Final Approval Hearing	June 30, 2022

Response Summary

Total Class Members: 250

"Total Responses Submitted" is based on responses processed as of date reflected on the report.

	Total	Rate
Opt Out Form	0	0.00%
Valid	0	0.00%
Pending	0	0.00%

Mailing Details

Mailing Title	Mailed	Returned	Remailed	Undeliverable
Notice Packet	250	32	27	5