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Attorneys for Plaintiffs
ILDIKO O'CONNOR, LAURA RAYA, and DINA SHASHUA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

ILDIKO O'CONNOR, an individual and on
behalf of all others similarly situated,
LAURA RAYA, an individual and on behalf
of all others similarly situated, and
DINA SHASHUA, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

FERGUSON SM, INC., a California
Corporation; SEAN CORREA, an
individual; THOMAS HUMPHREY, an
individual, MICHAEL REYES, an
individual, INFINITI HR WEST, LLC, an
Arizona Limited Liability Company, HR
SERVICE GROUP, LLC, a Maryland
Limited Liability Company, and DOES 3-
50, inclusive,

Defendants.

CASE NO.: 56-2020-00543357-CU-OE-VTA

**DECLARATION OF TAYLOR MITZNER IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: May 16, 2024
Hearing Time: 8:30 a.m.
Department 40
Judge: Hon. Judge Mark S. Borrell

Complaint Filed: July 17, 2020
SAC Filed: Nov. 24, 2020
Trial Date: None set

1 Class Members' information by skip tracing prior to the mailing, but no updated information could
2 be located.

3 5. On January 31, 2024, Phoenix conducted a National Change of Address ("NCOA")
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 6. On February 19, 2024, Phoenix mailed the Notice via U.S. first class mail to the one
8 hundred eighty-four (184) Class Members on the Class List for whom a mailing address was
9 provided. The Notice was concurrently emailed to the one hundred forty-one (141) Class Members
10 with an email address in the Class List. A true and correct copy of the mailed Notice is attached
11 hereto as **Exhibit A**.

12 7. As of the date of this declaration, six (6) Notices have been returned to Phoenix.
13 None were returned with a forwarding address. For the six (6) Notices returned from the Post Office
14 without a forwarding address, Phoenix attempted to locate a current mailing address using
15 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
16 Of the six (6) Notices that were skip traced, five (5) updated addresses were obtained and the Notice
17 was promptly re-mailed to those Class Members via first class mail.

18 8. As of the date of this declaration, one (1) Notice remains undeliverable since an
19 updated address could not be obtained via skip trace.

20 9. As of the date of this declaration, Phoenix has received zero (0) Requests for
21 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
22 April 4, 2024.

23 10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
24 from Class Members. The deadline for objecting to the Class Settlement was April 4, 2024.

25 11. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
26 from Class Members. The deadline for submitting a dispute was April 4, 2024.

27 12. There are hundred eighty-six (186) Class Members who did not submit timely and
28 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing

1 100% of the Class. Settlement Class Members have worked a collective total of 10,192 Workweeks
2 during the Class Period. Each Workweek is valued at approximately \$6.36.

3 13. The Net Settlement Amount of \$66,741.94 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$58,332.00),
5 and Class Counsel costs (\$17,598.56), requested Enhancement Payments to Plaintiffs (\$5,000.00
6 each for a total of \$15,000.00), the PAGA Amount (\$5,625.00), estimated Employer's Taxes
7 (\$1,952.50), and the requested Settlement Administration Costs (\$9,750.00) from the Gross
8 Settlement Amount (\$175,000.00).

9 14. Based upon the calculations stipulated in the Settlement, the highest Individual
10 Settlement Share to be paid is approximately \$735.44, the lowest Individual Settlement Share to be
11 paid is approximately \$1.31, while the average Individual Settlement Share to be paid is
12 approximately \$358.83. The median Individual Settlement Share to be paid is approximately
13 \$334.07. Settlement Class Members will be issued payment of their Individual Settlement Shares
14 subject to reduction for the employee's share of taxes and withholdings with respect to the wages
15 portion of the Individual Settlement Share (the net payment is their "Individual Settlement
16 Payment").

17 15. Additionally, \$7,500.00 of the Gross Settlement Amount has been allocated toward
18 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$5,625.00,
19 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$1,875.00,
20 of which shall be paid to all Aggrieved Employees. There are one hundred eighty-four (184)
21 Aggrieved Employees who worked a total of 10,095 workweeks during the PAGA Period. The
22 highest Individual PAGA Payment to be paid is approximately \$20.28, and the average Individual
23 PAGA Payment to be paid is approximately \$10.19.

24 16. As of the date of this declaration, two (2) Settlement Class Members are missing a
25 mailing address, and six (6) Settlement Class Members are missing a Social Security Number.
26 Phoenix will only be able to issue up to \$599.99 for the interest and penalties portion of those
27 Settlement Class Members' payments if a valid Social Security Number is not provided before the
28 disbursement date.

17. Phoenix's costs associated with the administration of this matter are \$9,750.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

18. Plaintiffs' counsel will provide Phoenix with copies of all pleadings to be filed in support of Plaintiffs' motion for final approval and motion for attorneys' fees, costs and enhancement payments. Phoenix will lodge all of these pleadings on the website maintained for the case at oconnor-v-ferguson-sm.phoenixcases.com.

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

Executed this 22nd day of April 2024, at Orange, California.


TAYLOR MITZNER

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF VENTURA

THIS IS NOTICE OF A PROPOSED CLASS ACTION SETTLEMENT

To All licensed cosmetologists who worked for Ferguson SM, Inc., Infiniti HR West, LLC or HR Service Group, LLC at any time in the state of California from May 1, 2018, through July 31, 2021.

OFFICIAL COURT NOTICE IMPORTANT PLEASE READ CAREFULLY

YOU DO NOT NEED TO TAKE ANY ACTION TO BE PAID AS PART OF THIS SETTLEMENT AND YOU WILL BE PAID YOUR SETTLEMENT AMOUNT UNLESS YOU EXCLUDE YOURSELF

WHY IS THIS NOTICE BEING SENT TO YOU?

1. This notice is to inform you that a proposed Settlement in the class action lawsuit entitled *Ildiko O'Connor, et al., v. Ferguson SM, Inc., et al.*, Case No. 56-2020-00543357-CU-OE-VTA (the "Lawsuit") has been reached by the Parties and has been granted preliminary approval by the California Superior Court for the County of Ventura (the "Court"). This is **not** a notice of a lawsuit against you. **You are not being sued.**

2. The Court has ordered that this Notice be sent to you because records maintained by Ferguson SM, Inc., Infiniti HR West, LLC and/or HR Service Group, LLC (jointly, "Defendants") indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuit. The notice is also intended (1) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (2) to advise you of your rights and options with respect to the settlement.

WHO IS ELIGIBLE TO RECEIVE MONEY FROM THIS SETTLEMENT?

3. The Settlement Class includes all "all licensed cosmetologists who worked for Ferguson SM, Inc., Infiniti HR West, LLC or HR Service Group, LLC, at any time in the state of California from May 1, 2018, through July 31, 2021." ("Class Period").

The Settlement Class will not include any person who previously settled or released any of the Claims covered by the Settlement or any person who was previously paid or received an award through civil or administrative action for any Claim covered by this Settlement.

WHY YOU SHOULD READ THIS NOTICE

4. You should read this Notice because you may be entitled to money under this Settlement and because you will release any claims under the Settlement unless you opt out as provided in this Notice.

WHAT IS A CLASS ACTION?

5. A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One representative plaintiff or multiple representative plaintiffs, also known as a "class representative" or "class representatives" can assert claims on behalf of an entire class or group of people.

SUMMARY OF THE CLAIMS AND ALLEGATIONS

6. On July 17, 2020, Plaintiff Ildiko O'Connor filed a putative class action lawsuit in which she alleged that Ferguson SM, Inc. owes wages, interest, and other penalties to its employees, whom she alleged were employed by Defendants as California licensed cosmetologists and who were not paid in compliance with California law. Two amendments of the complaint were subsequently filed, adding two additional representative plaintiffs, Laura Raya and Dina Shashua. Plaintiff's Second Amended Complaint alleges causes of action for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Pay for Nonproductive Time and Rest/Recovery Periods for Piece Rate Workers; (4) Violations of Labor Code § 204.11; (5) Failure to Provide Meal Periods; (6) Failure to Provide Rest Periods; (7) Violations of Labor Code § 226.

(8) Willful Failure to Pay All Wages Due Upon Termination; (9) Unfair Competition; (10) Declaratory Relief; and (11) Labor Code Private Attorneys General Act.

The Second Amended Complaint asserts that Defendant also violated California Labor Code sections §§ 201, 202, 203, 204, 208, 226(a), 226.7, 510, 558, 1194, 1197, 1197.1, 1199, and

2698 *et seq.*; California Industrial Welfare Commission Wage Order 5-2001; California Code of Regulations, Title 8, section 11000(2). Plaintiffs allege that as a result of the foregoing violations of law, Defendants violated Sections 17200 *et seq.* of the Business & Professions Code and violated the Labor Code Private Attorneys General Act ("PAGA") under Labor Code §§ 2698 *et seq.* The Second Amended Complaint seeks declaratory relief, as well as recovery of compensatory damages, penalties, interest, and attorneys' fees and costs.

Defendants deny the allegations in the Lawsuit but preliminarily settled the lawsuit due to the expense, time, and risk associated with protracted litigation and disruption to the Company.

7. On **January 18, 2024**, the Court gave preliminary approval to the settlement of the Lawsuit. The Court has made no opinion on the merits of the Lawsuit.

WHO REPRESENTS THE PARTIES?

8. The following attorneys represent the parties in this Lawsuit:

For the Class:	For Ferguson SM, Inc., Sean Correa, Thomas Humphrey and Michael Reyes ("Ferguson Defendants")
KITCHIN LEGAL, APC Patrick R. Kitchin, Esq. 1999 Harrison St., 18th Floor (#3535) Oakland, CA 94612-4700 Telephone: 415-677-9058 Email: prk@kitchenlegal.com	DUCKOR METZGER & WYNNE A Professional Law Corporation Tony R. Skogen, Jr., Esq. 101 West Broadway, Suite 1700 San Diego, CA 92101 Email: skogen@dmwplc.com
TRIAL LAWYERS FOR JUSTICE Kelly B. Hanker, Esq. 548 Market Street, PMB 66906 San Francisco, CA 94104-5401 Tel: 310- 855-3727 Email: kelly@tl4j.com , TeamOjai@tl4j.com	For Infiniti HR, LLC and HR Services Group, LLC ("Infiniti Defendants")
	FISHER & PHILLIPS LLP Lonnie D. Giamela, Esq. Areen Babajanian, Esq. 444 South Flower Street, Suite 1500 Los Angeles, California 90071 Email: lgiamela@fisherphillips.com Email: ababajanian@fisherphillips.com

The Claims Administrator is Phoenix Class Action Administration Solutions, **P.O. Box 7208, Orange, CA 92863**
Telephone: (800) 523-5773

WHAT TO DO IF YOU WANT TO RECEIVE PART OF THE SETTLEMENT MONEY

9. You do not need to do anything to receive your payment except inform the Claims Administrator if your mailing address changes. If you move following receipt of this Notice, or if the address to which this Notice was sent is not correct, you must immediately contact the Administrator, whose address and contact information is as follows:

Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

It is your responsibility to keep your current address on file with the Claims Administrator to ensure receipt of your settlement payment. The Settlement will be paid to Class Members in one payment. The final settlement payment will be made in approximately **December 2024. Therefore, it is important to update the Claims Administrator with any new address you have, or if you move, so you can be mailed any payments that you are owed from the Settlement.**

10. If you are a Class Member, you will be entitled to money from Settlement and, you will be bound by all of the provisions of the Settlement Agreement, including a release of claims that will prevent you from separately suing Defendants unless you timely file a request for exclusion.

WHAT SHOULD YOU DO IF YOU WANT TO PURSUE YOUR OWN CLAIMS SEPARATELY FROM THIS CLASS ACTION?

11. You may retain your right to pursue any claims you may have separately from this Class Action by requesting to be excluded from the Settlement. You may exclude yourself from the Settlement by mailing a letter to the Claims Administrator at the address above, on or before **April 4, 2024**:

Such a written letter requesting exclusion must contain your name, address, telephone number and the last four digits of your social security number, and clearly state that you wish to be excluded from the class. The request for exclusion must be returned by mail to the Settlement Administrator and must be postmarked on or before **April 4, 2024**.

12. If you choose to exclude yourself, you will not receive any money from the settlement, and you will not have any right to object to the Settlement. Any request for exclusion submitted after **April 4, 2024**, will be disregarded, and if you submit a late request for exclusion, you will not be able to pursue any claims separately from the Class Action or as part of the Lawsuit.

IF YOU DO NOT AGREE WITH THE SETTLEMENT

13. **IF YOU DO NOT AGREE WITH THE SETTLEMENT**, you can submit an Objection to the Settlement. However, if the Court approves the Settlement, you will still be bound by the terms of the Settlement. You may both object to the settlement and participate in it.

14. To object, you must submit a written objection by **April 4, 2024**, by mailing it to Phoenix Class Action Administration Solutions at the address above. Your objection should clearly explain why you object to the Settlement, stating each specific reason in support of your objection and any legal support for each objection. Your objection must also state whether you (or someone on your behalf) intend to appear at the Final Approval Hearing. Your objection must state your full name, address and the dates and position of your work for Defendants. **DO NOT TELEPHONE THE COURT.**

15. To appear at the Final Approval Hearing in Court, you must first file a Notice of Intention to Appear at the Final Approval Hearing, with the Ventura County Superior Court. You can enter an appearance in *propria persona* (meaning you choose to represent yourself) or through your own attorney. To do so, you or your attorney must also file a Notice of Intention to Appear with the Clerk of the Court of the Ventura County Superior Court located at 800 South Victoria Avenue, Ventura, California 93009, and mail copies to each of the attorneys listed above in Paragraph 8, no later than **April 4, 2024**. To ensure that your request to appear at the hearing is properly processed by the Court, the case name and case number stated in Paragraph 1 of this Notice must be on your notice of Intention to Appear at Final Approval Hearing.

16. If you object to the Settlement, you will remain a member of the Settlement Class and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. **ANY MEMBER OF THE SETTLEMENT CLASS WHO DOES NOT OBJECT TO THE PROPOSED SETTLEMENT NEED NOT APPEAR AT THE SETTLEMENT HEARING.**

SUMMARY OF THE SETTLEMENT AGREEMENT

17. The description below is a summary of the terms of the Settlement. You may obtain more information about the proposed Settlement by contacting any of the attorneys listed above in Paragraph 8 or by reviewing the Settlement Agreement that is on file with the Court and lodged on the case website at oconnor-v-ferguson-sm.phoenixcases.com. Please check the case website frequently for updates.

18. **Settlement Fund, Net Settlement Amount, and General Terms.** Defendants and the named Plaintiffs have agreed that, in order to resolve this action, the Ferguson Defendants will pay \$85,000.00 and the Infiniti Defendants will pay \$90,000.00 (“Settlement Fund”) in exchange for the release of all claims against them. Subject to the Court’s approval, this amount will be used to pay: (1) the awards to Class Members that do not choose to exclude themselves from the Lawsuit (“Participating Class Members”); (2) an amount not to exceed \$15,000 in total to the Named Plaintiffs for their services and in exchange for individual general releases; (3) class counsel’s attorney’s fees, up to a maximum amount of \$58,332.00; (4) class counsel’s actual costs of approximately \$18,617.00; (4) a payment of \$5,625.00 to the Labor Workforce and Development Agency; (5) a payment of \$1,875.00 to the PAGA Aggrieved Employees; and (6) the costs of settlement administration (\$8,000.00).

Subject to the Court’s approval, the estimated Net Settlement Amount, including civil penalties under the PAGA, is estimated to be **\$67,551.00** [Gross Settlement Amount (\$175,000) – Claims Administration Costs (\$8,000.00) – Three Class Representative Enhancement Payments (\$15,000.00) – Class Counsel Award for Fees (\$58,332.00) – Class Counsel Award for Costs (\$18,617.00) – LWDA Payment (\$5,625.00) – PAGA Aggrieved Employees Payment (\$1,875.00)].

19. **Payment Formula.** Class Members who do not file a Request for Exclusion will be entitled to a gross award (“Individual Settlement Payment”). Each Individual Settlement Payment (before deduction for payroll taxes) shall be determined as follows:

Subject to Approval of the Court, Participating Class Members will be entitled to a proportional share of the Net Settlement Amount (estimated to be **\$67,551.00**), based on the estimated proportional number of weeks worked by each Class Member during the Class Period and whether the Class Member is also a PAGA Aggrieved Employee.

A. If you were a licensed cosmetologist who worked for Defendants during the Class Period, the estimated gross amount that you will receive is included in the attached Settlement Award Form. The gross amount on the Settlement Award form represents an estimate, is subject to Court approval and could change. The Gross share of the Net Settlement Amount for each Class Member is determined by multiplying the estimated number of workweeks each Class Member worked while employed by Defendants during the Class Period times the Workweek Dollar Value. The Workweek Dollar Value will be determined by dividing the total amount available to be paid to the Class Members (excluding the \$1,875.00 available to PAGA Aggrieved Employees) by the total estimated number of workweeks worked by the Class Members (estimated to be **10,192**). This amount is estimated to be **\$6.63** for each week worked. **\$67,551.00 – 10,192 workweeks = \$6.63** for each estimated workweek. If you do not agree with the number of workweeks noted on the enclosed Settlement Award Form, the Settlement Award Form contains instructions on how to contest any of the information provided.

B. Class Members who worked for Defendants between June 28, 2020, and July 31, 2021, also will be entitled to a pro rata share of the PAGA civil penalties allocated to the PAGA Aggrieved Employees based on the number of workweeks worked during this time period.

20. Payroll Tax Withholding. Twenty percent (20%) of each gross Individual Settlement Payment shall be comprised of wages subject to payroll taxes and eighty percent (80%) shall be comprised of non-wage income. The Claims Administrator shall withhold the employee's share of payroll taxes from the portions of the Individual Settlement Payments attributable to wage income. Defendants' share of payroll taxes owing on the portion of the Individual Payments that is allocated to wages shall be paid out of gross settlement.

21. Distribution Schedule. Subject to approval of the Court, the Settlement Awards will be made by check. The Settlement Fund will be funded by Defendants and all settlement payments shall be made as follows:

A. No Later than 15 days after the Effective Date of the Settlement, the Infiniti Defendants will wire transfer their total portion of the Settlement Amount, equal to Ninety Thousand Dollars and No/Cents (\$90,000.00), to the Claims Administrator.

B. No Later than 15 days after the Effective Date of the Settlement, the Ferguson Defendants will wire transfer one-half of their Settlement Amount, equal to Forty- Two Thousand and Five Hundred Dollars and No/Cents (\$42,500.00), to the Claims Administrator.

i. This initial portion of the Gross Settlement Amount (\$132,500.00) shall be distributed as follows: (1) 100% of the approved enhancement payments to the Named Plaintiffs (\$15,000.00); (2) 100% of the approved costs to Class Counsels (\$18,617.00); (3) \$23,832.00 out of \$58,332.00 (the total approved attorneys' fees); and (4) \$5,625.00 to the LWDA, with the remainder to be paid to the Settlement Class as the complete Class payment (\$69,426.00), including \$1,875.00 to be paid to the PAGA Aggrieved Employees).

C. No later than six months after the Effective Date, the Ferguson Defendants shall transfer the second and remaining settlement payment of Forty-Two Thousand and Five Hundred Dollars and No/Cents (\$42,500.00) to the Claims Administrator.

This portion of the Gross Settlement Amount shall be distributed as follows: remaining approved attorneys' fees (\$34,500.00), and 100% of the approved Claims Administrator fees (\$8,000.00).

22. Payment of Attorneys' Fees and Costs for Class Counsel. Class Counsel will ask for fees of no more than one-third of the Gross Settlement Amount (\$58,332.00) and actual costs incurred: approximately \$18,617.00. The actual amounts awarded will be determined by the Court to ensure that the amount of attorneys' fees and costs is reasonable. This means that Class Counsel's fees and costs will be paid out of the settlement, and Class members will not have to make any individual payments to the lawyers.

EFFECT OF THE SETTLEMENT-RELEASE OF ALL CLAIMS

23. Release of Claims for Class Members. Aside from those who submit a valid and timely request for exclusion from the settlement, Plaintiffs and each member of the Settlement Class will release Defendants and any past, present or future parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, owners, shareholders, insurers, reinsurers, assigns, officers, directors and attorneys thereof (collectively the "Released Parties"), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action arising out of the allegations and claims asserted in the operative Complaint, including without limitation to, any and all claims for alleged unpaid wages (including but not limited to minimum, overtime, final pay upon termination), alleged unpaid meal and rest period premiums, failure to pay timely wages, failure to maintain required records, itemized wage statements, failure to pay sick leave; and penalties arising under the California Labor Code (including PAGA), California Civil Code, or Business & Professions Code Section 17200, and claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations asserted in the operative Complaint. Released Claims include all claims arising under the California Labor Code sections 201, 202, 203, 204, 204.11, 208, 226, 226(a), 226.2, 226.7, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, 2698, 2699, 2699.5, 2802, and 2810.5; the Wage Orders of the California Industrial Welfare Commission ("IWC") Wage Orders 5-2001. This release shall apply to all claims arising at any point during the Class Period.

24. PAGA Aggrieved Employees Released Claims. Plaintiffs and each member of the PAGA Aggrieved Employees will release Defendants and any past, present or future parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, owners, shareholders, insurers, reinsurers, assigns, officers, directors and attorneys thereof (collectively the "Released Parties"), from any and all claims for civil penalties arising out of the allegations and claims asserted in the operative Complaint and LWDA letters submitted on July 29, 2020 and September 25, 2020 (PAGA claim number LWDA-CM-800523-20), including without limitation to, any and all underlying claims for alleged unpaid wages (including but not limited to minimum, overtime, final pay upon termination), alleged unpaid meal and rest period premiums, failure to pay timely wages, failure to maintain required records, itemized wage statements, failure to pay sick leave. Released Claims under PAGA include all claims arising under the California Labor Code sections 201, 202, 203, 204, 204.11, 208, 226, 226(a), 226.2, 226.7, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, 2698, 2699, 2699.5, 2802, and 2810.5; the Wage Orders of the California Industrial

Welfare Commission (“IWC”) Wage Orders 5-2001. This release, subject to the Court’s final approval of the Class Settlement and full payment of all settlement funds, shall apply to all claims arising at any point during the PAGA Aggrieved Employee period.

25. Conditions of the Settlement. This Settlement is conditioned upon the Court entering a judgment and order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class and that judgment and order having become final.

FINAL SETTLEMENT APPROVAL HEARING

26. The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on **May 16, 2024, at 8:30 a.m.** in Department **40** of the Ventura County Superior, Civic Center Courthouse, 800 South Victoria Avenue, Ventura, California 93009. The Settlement Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, but you may if you choose.** You may also enter an appearance in through your own attorney, if you desire, as explained in **Paragraph 15**.

27. Any Class Member who does not object in the manner provided in **Paragraph 14** above shall be deemed to have approved the Settlement and to have waived such objections and shall be forever foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

NO RETALIATION

28. Applicable law prohibits Defendants from retaliating against employees who exclude themselves or object to this Settlement.

WHAT TO DO IF YOU NEED ADDITIONAL INFORMATION

29. This notice only summarizes this Lawsuit, the settlement, and related matters. For more information about the Settlement or if you have any questions regarding the Settlement, you may contact Counsel for either party at the following addresses and telephone numbers:

For the Class:	For Ferguson SM, Inc., Sean Correa, Thomas Humphrey and Michael Reyes ("Ferguson Defendants")
KITCHIN LEGAL, APC Patrick R. Kitchin, Esq. 1999 Harrison St., 18th Floor (#3535) Oakland, CA 94612-4700 Telephone: 415-677-9058 Email: prk@kitchinlegal.com	DUCKOR METZGER & WYNNE A Professional Law Corporation Tony R. Skogen, Jr., Esq. 101 West Broadway, Suite 1700 San Diego, CA 92101 Email: skogen@dmwplc.com
TRIAL LAWYERS FOR JUSTICE Kelly B. Hanker, Esq. 548 Market Street, PMB 66906 San Francisco, CA 94104-5401 Tel: 310-855-3727 Email: kelly@tl4j.com , TeamOjai@tl4j.com	For Infiniti HR, LLC and HR Services Group, LLC ("Infiniti Defendants")
	FISHER & PHILLIPS LLP Lonnie D. Giamela, Esq. Areen Babajanian, Esq. 444 South Flower Street, Suite 1500 Los Angeles, California 90071 Email: lgiamela@fisherphillips.com Email: ababajanian@fisherphillips.com

You may also contact the Settlement Administrator at:

Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

Do not contact the Court about this matter.

SETTLEMENT AWARD FORM

**YOU DO NOT HAVE TO SUBMIT A RESPONSE TO THIS FORM TO SHARE IN
THE SETTLEMENT.**

Name & Address of Class Member

The records of Defendants Ferguson SM, Inc., Infiniti HR West, LLC and/or HR Services Group, LLC (“Defendants”) reflect the following:

During the Class Period (defined as May 1, 2018, through July 31, 2021), you worked for one or more of the Defendants in California as a licensed cosmetologist. Defendants’ records indicate that you worked [redacted] weeks as a cosmetologist. Based on the foregoing information, you are estimated to receive a gross award of \$ [redacted] from this Settlement from which some payroll taxes will be withheld. The foregoing amount is an estimated amount based on current projections and is subject to Court approval and subject to revision.

Procedure for Disputing Information

If you dispute the number of hours that you worked as a cosmetologist for one or more of the Defendants in the State of California between May 1, 2018 and July 31, 2021, you must send a letter to the Claims Administrator on or before April 4, 2024, stating the reasons why you dispute the number of workweeks reflected in Defendants’ records and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the number of workweeks you claim you performed work as a cosmetologist in the State of California between May 1, 2018, through July 31, 2021. If you fail to dispute the above information by April 4, 2024, you will be foreclosed from disputing the foregoing information provided by Defendants.

Any disputes and supporting documentation must be postmarked by April 4, 2024, and should be sent to the Claims Administrator at the following address:

The Claims Administrator is:
Phoenix Settlement Administration Solutions
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

The Claims Administrator will review your dispute and all supporting documentation that you provide. After carefully considering the information you submit, and the information from Defendants’ records, the Settlement Administrator will make a determination about your dispute and determine how many workweeks you worked for one or more of the Defendants during the Class Period, which resolution shall be conclusive, final and binding.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	186
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	186
Subtotal Admin Only	\$9,756.00

Not-to-Exceed Total **\$9,750.00**

April 22, 2024

Case: O'Connor v. Ferguson SM, et al. Opt-Out Admin wLanguage & Email

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$141.58	1	\$141.58
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$100.00	2	\$200.00
Email Notice Setup	\$350.00	1	\$350.00
		Total	\$1,473.58

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$1.25	186	\$232.50
Notice Packet & Opt-Out Form	\$2.00	186	\$372.00
Estimated Postage (up to 2 oz.)*	\$0.87	186	\$161.82
Static Website	\$200.00	1	\$200.00
Email Notice	\$0.75	186	\$139.50
		Total	\$1,480.82

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$2.50	37	\$93.00
Remail Notice Packets	\$2.00	37	\$74.40
Estimated Postage	\$0.87	37	\$32.36
Programming Undeliverables	\$50.00	2	\$100.00
		Total	\$464.76

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$825.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	4	\$500.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$100.00	3	\$300.00
Check Run Setup & Printing	\$125.00	4	\$500.00
Mail Class Checks *	\$2.00	186	\$372.00
Estimated Postage	\$0.64	186	\$119.04
Total			\$2,451.04

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	4	\$500.00
Remail Undeliverable Checks (Postage Included)	\$1.50	37	\$55.80
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$125.00	3	\$375.00
Case Manager Conclusion	\$95.00	3	\$285.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,225.00	1	\$1,225.00
Total			\$3,060.80

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

Total:			\$9,756.00
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