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10 Attorneys for Plaintiff LARRY PEREZ,
11 on behalf of himself, all others similarly situated,
12 and on behalf of the general public
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF ORANGE**

16 LARRY PEREZ on behalf of himself, all
17 others similarly situated, and on behalf of
18 the general public,

19 Plaintiffs,

20 v.

21 THE NIELSEN COMPANY (US), LLC;
22 and DOES 1-100,

23 Defendants.

Case No. 30-2021-01194324-CU-OE-CXC

*[Assigned for All Purposes to the
Honorable Peter Wilson, CX-102]*

**DECLARATION OF DAVID MARA, ESQ.,
IN SUPPORT OF PLAINTIFF LARRY
PEREZ'S SUPPLEMENTAL BRIEF**

Date: August 18, 2022
Time: 2:00 p.m.

Date File: April 8, 2021
Trial Date: None Set

1 I, DAVID MARA, declare as follows:

- 2 1. I am President of Mara Law Firm, PC and counsel of record for Plaintiff and the putative
3 class in this matter. I am duly admitted to practice before all the courts of the state of
4 California. The following facts are within my personal knowledge and, if called to testify,
5 I could and would competently testify thereto.
- 6 2. Neither Plaintiff nor my firm have any affiliation with or interest in Legal Aid at Work.
- 7 3. The Parties have entered into an Addendum to Joint Stipulation and Settlement Agreement
8 (referred to herein as the "Addendum"). Attached hereto as **Exhibit A** is the Parties'
9 Addendum with the revisions to the prior settlement terms in redline. As evidenced in the
10 Addendum, the Parties made revisions to the Class Notice, Request for Exclusion Form,
11 and Formal Objection Form. Redlined copies of these documents are attached hereto as
12 **Exhibits B, C, and D**. An executed copy of the Addendum which includes the revised
13 Class Notice, Request for Exclusion Form, and Formal Objection Form is attached hereto
14 as **Exhibit G**.
- 15 4. Attached hereto as **Exhibit E** is a redlined version of the proposed order.
- 16 5. The settlement administrator has provided an updated bid that includes a website and takes
17 out all translation services, as a translation is not necessary in this case. The revised
18 administration quote is attached hereto as **Exhibit F**.

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

21 Dated: August 2, 2022

MARA LAW FIRM, PC

22
23 
24 David Mara, Esq.

Representing Plaintiff LARRY PEREZ

Exhibit *A*

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is between Plaintiff Larry Perez (hereinafter "Plaintiff") on behalf of himself and the Class and Defendant The Nielsen Company (US), LLC (hereinafter "Defendant" or "Nielsen") (collectively Plaintiff and Defendant are referred to as the "Parties").

I. AMENDMENTS TO SETTLEMENT AGREEMENT

A. Section III, Paragraph 58 shall be revised as follows:

Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Class Action Administration Solutions shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, mailing; performing skip traces and remailing notices to Class Members; calling Class Members with undeliverable notices to obtain accurate addresses; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; maintaining a website which will include settlement documents; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and remailing Individual Settlement Shares to Participating Class Members and PAGA Aggrieved Employees; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorneys Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members, Aggrieved Employees, and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to Legal Aid at Work; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Phoenix Settlement Administrators or otherwise have a relationship with Phoenix Settlement Administrators that could create a conflict of interest.

Deleted: the State of California unclaimed property fund in the name of the Class Member

B. Section II, Paragraph 44 shall be revised as follows:

A PAGA complaint against Defendant was filed by Plaintiff in the Orange County Superior Court on April 8, 2021 (Case No. Case No. 30-2021-01194324-CU-OE-CTL). The original complaint in the PAGA Action alleges violations against Defendant of the Private Attorneys General Act

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of California ("PAGA"), Labor Code §2699, et seq. for underlying alleged violations of the claims pled in the Class Action Complaint. On April 28, 2022, Plaintiff filed a First Amended Complaint in the PAGA Action adding the class allegations contained in his Class Action into his PAGA Action.

C. Section I, Paragraph 36 shall be revised as follows:

Released PAGA Claims: The Released PAGA Claims applicable to Plaintiff and all PAGA Aggrieved Employees shall mean: any and all ~~civil~~ penalties under the PAGA for the underlying Labor Code violations that are alleged in the PAGA Notice letter to the LWDA and based on the facts alleged in the First Amended Complaint filed in the PAGA Action, against Defendant (including any and all unnamed Does). The Released PAGA Claims include, but are not limited to, violations of the private Attorneys General Act, Labor Code §2699, et seq. This release will be for the PAGA Period.

Deleted: claims, debts, liabilities, demands, obligations,

Deleted: , guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued,

Deleted: or could have been alleged based upon a reasonable interpretation of the

D. Section III, Paragraph 60 shall be revised as follows:

Release of Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims. In addition, as of the Effective Final Settlement Date, PAGA Aggrieved Employees release the Released Parties from the Released PAGA Claims. PAGA Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released PAGA Claims.

E. Section III, Paragraph 59(C) shall be revised as follows:

Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline or by appearing at the Final Approval Hearing. The Settlement Administrator will provide the Parties with any objections received within five (5) days of receipt. Absent good cause found by the Court, objections will not be considered by the Court if not timely or otherwise compliant with the procedures herein. All objections submitted to the Settlement Administrator will be presented to the Court along with the final approval motion.

- a. **Format.** Any Objections shall state: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) the words "Notice of Objection" or "Formal

Objection;” and (c) a short statement of the facts supporting the objections, such as, the legal and factual arguments supporting the objection.

- b. **Notice of Intent to Appear.** Class Members may (though are not required to) appear at the Final Approval Hearing to state an objection, either in person or through the objector’s own counsel.

F. Section III, Paragraph 59(E) shall be revised to state:

Class Member Disputes. If a Class Member who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator **by the Response Deadline**. The documentation should provide evidence of the dates the Class Member contends he or she worked for Defendant during the Class Period. The Settlement Administrator shall then provide the documentation provided by the Class Member to Defendant. Defendant shall review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. The Settlement Administrator shall evaluate the evidence submitted by the Class Member and make the decision as to which dates should be applied. All disputes submitted to the Settlement Administrator, including any evidence submitted in conjunction with a dispute, shall be presented to the Court in conjunction with final approval along with the determination made by the Settlement Administrator. The Court shall have the right to review any decision made by the Settlement Administrator regarding a workweek dispute.

- G. The Notice of Class Action Settlement, Request for Exclusion Form, and Formal Objection Form attached as Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with the versions attached to hereto as Exhibit A.

II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____

LARRY PEREZ

Dated: _____

THE NIELSEN COMPANY (US), LLC

Name:

Title:

Approved as to Form and Content:

Dated: _____

MARA LAW FIRM, PC

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff, on behalf of himself, and all
others similarly situated

Dated: _____

SEYFARTH SHAW LLP

Brian Long, Esq.

Attorneys for Defendant

Exhibit B

ORANGE COUNTY SUPERIOR COURT

If you worked for The Nielsen Company (US), LLC (“Nielsen” or “Defendant”) in California as a non-exempt, salaried Membership Representative or Field Representative at any time between April 8, 2017, through March 6, 2022, a class action settlement will affect your rights. You may be entitled to a payment under this settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- Former employee, Larry Perez, filed a proposed class action lawsuit and an action pursuant to the California Private Attorneys General Act (“PAGA”) against Nielsen. The lawsuits allege that Nielsen failed to pay all straight time wages, failed to pay overtime wages, failed to provide meal periods, failed to authorize and permit rest periods, failed to adopt a compliant sick pay policy, knowingly and intentionally failed to comply with itemized employee wage statement provisions, failed to reimburse/illegal deductions, and violated the Unfair Competition Law. Nielsen denies all alleged violations and denies liability. The Court has not made a ruling on the merits of the case. The Parties have agreed to settle the claims set forth in the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Get a settlement payment and give up any rights to sue for the Released Claims (defined below). <u>If you are still employed by Nielsen and choose to receive a settlement payment, this will not affect your employment.</u>
EXCLUDE YOURSELF	Get no payment as a Class Member. This is the only option that allows you to ever be part of any other lawsuit against Nielsen involving the legal claims and statutory period alleged in this case. Please note that you are unable to exclude yourself from the PAGA portion of the settlement if you are a PAGA Aggrieved Employee.
OBJECT	Write to the Court about why you don’t agree with the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve of the settlement. Payments will be made if the Court approves the settlement. Please be patient.

WHAT INFORMATION IS IN THIS NOTICE?

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1. *Why Have I Received this Notice?*

Nielsen's records indicate that you were employed as a non-exempt, salaried Membership Representative and/or Field Representative in California by Nielsen at sometime between April 8, 2017, through March 6, 2022. This period of time is referred to as the "Class Period." If you worked for Nielsen in California during the "Class Period," you may be entitled to money under this Settlement. This Notice provides you with basic information about the case and advises you of your options with regard to the Settlement.

2. *What is this Case About?*

A class action complaint against Defendant was filed by Plaintiff in the Orange County Superior Court on April 8, 2021 (Case No. Case No. 30-2021-01194580-CU-OE-CXC). The operative complaint in the Class Action alleges causes of action against Defendant for: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay Policy; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Reimburse/Illegal Deductions; and (8) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.).

On December 21, 2020, Plaintiff provided notice to the LWDA in accordance with the PAGA. A PAGA complaint against Defendant was filed by Plaintiff in the Orange County Superior Court on April 8, 2021 (Case No. Case No. 30-2021-01194324-CU-OE-CTL). The operative complaint in the PAGA Action alleges violations against Defendant of the PAGA, Labor Code §2699, et seq. for underlying alleged violations of the claims pled in the Class Action Complaint.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuits with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuits, all parties avoid the risks and cost of a trial. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. How Does this Class Action Settlement Work?

Plaintiff and his attorneys believe the settlement is fair, adequate, and reasonable. The Orange County Superior Court has preliminarily reviewed the terms of the settlement and determined the settlement is fair, adequate, and reasonable. On [date of ruling on preliminary approval], the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [date of final approval hearing], 2022 at [time a.m./p.m.], in Department CX-102 before Judge Peter J. Wilson located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court's website (instructions on accessing this site are provided in Section 15 of this Notice) to confirm that the date has not been changed.

4. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class ("Class Counsel")	Attorneys for Nielsen
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 205 San Diego, CA 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	SEYFARTH SHAW LLP Brian P. Long BPLong@seyfarth.com 601 South Figueroa Street, Suite 3300 Los Angeles, CA 90017-5793 Telephone: (213) 270-9600 Facsimile: (213) 270-9601

The Court has appointed Mara Law Firm, PC to represent you and all other Class Members simultaneously in this Settlement. You are not required to hire your own attorney because Mara Law Firm, PC is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

5. How do I Participate in the Settlement?

If you do nothing, you will automatically be included as a participant in this Settlement and will not have to take any further action to receive your settlement payment. By participating in the Settlement, you will be bound by the Release described in Section 8 below. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment.

Important Note: *Nielsen will not retaliate against you in any way for either participating or not participating in this Settlement.*

If you do nothing, you **will** receive money and **will** be bound by the release of claims stated in this notice.

6. How Do I Request to be Excluded from the Settlement?

If you request to be excluded from the settlement, you **will not** receive any part of the class portion of the settlement. This is the only option that allows you to ever be a part of any other lawsuit against Nielsen about the legal claims and statutory period alleged in this case. By timely opting out, you will no longer receive any part of the class portion of the Settlement, nor bound by the release except as it relates to the PAGA portion of the Settlement and release related thereto.

HOW TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT:

How can I request to be excluded from the settlement?	You can request to be excluded from the class portion of the settlement by mailing the Settlement Administrator a written request for exclusion. To do this, you can use the enclosed Request for Exclusion Form.
Is there a deadline to request to be excluded?	You must postmark your completed Request for Exclusion Form or other written request to be excluded by RESPONSE DEADLINE . If your class notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because the Settlement Administrator found an accurate address for you, your deadline to respond to the settlement will be ten days after the date just listed.

What information do I need to provide?	You must fully complete the enclosed Request for Exclusion Form. Alternatively, you can send a written request for exclusion that includes all of the following: (1) your full name, current address, telephone number, last four digits of your Social Security number or employee identification number; (2) state your intention to exclude yourself from or opt-out of the Settlement, (3) be addressed to Settlement Administrator; and (4) your signature and date of signature or your lawful representative signature and date of signature.
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The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves this settlement, then even if you request exclusion from the settlement, you still will receive an individual settlement share for the PAGA claims if you were employed between December 21, 2019 through March 6, 2022 and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining substantive, individual and/or class claims.

7. *How Do I Object to the Settlement?*

You can ask the Court to deny approval by filing an objection or appearing at the Final Approval Hearing to assert the objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Importantly, you cannot object to the settlement if you have requested to be excluded from the settlement.

HOW TO OBJECT TO THE SETTLEMENT:	
How can I object to the settlement?	As long as you have not requested to be excluded from the Settlement, you can object to the settlement by mailing the Settlement Administrator a written objection or appearing at the Final Approval Hearing to assert your objection. To do this, you can use the enclosed Formal Objection Form.
Is there a deadline to request to be excluded?	If you send a written objection to the Settlement Administrator, you must postmark your request by RESPONSE DEADLINE . If your class notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because the Settlement Administrator found an accurate address for you, your deadline to respond to the settlement will be ten days after the date just listed.

What information do I need to provide?	You must fully complete the enclosed Formal Objection Form. Alternatively, you can send a written request for exclusion that includes all of the following: (1) your full name, address, telephone number, the last four digits of your social security number or employee identification number; (2) the words “Notice of Objection” or “Formal Objection” and (3) a short statement of the facts supporting the objections, such as, the legal and factual arguments supporting the objection.
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Absent good cause found by the Court, Class Members who fail to file timely written objections in the manner specified above or fail to appear at the Final Approval Hearing to assert an objection shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether an appeal or otherwise) to the settlement.

If the Court rejects the objection, the objector will receive a settlement payment and will be bound by the terms of the settlement and will release claims as defined in Section 8 of this notice and in the settlement agreement.

8. *How Does This Settlement Affect Employees’ Rights?*

If you do not submit a Request for Exclusion Form or other request to be excluded from the settlement and the Court approves of the settlement, you will receive your share of the settlement as described in Section 10 of this notice. In exchange for your share of the settlement, you will be releasing your right to bring your own lawsuit against Nielsen for the same claims that Plaintiff alleged in the lawsuit, or to bring claims that could have been alleged based on a reasonable interpretation of the facts alleged in the Lawsuit. Specifically, if you choose to receive your share of the settlement, you will be releasing your right to file a lawsuit or other claim against Nielsen for California wage and hour violations that occurred from April 8, 2017 through March 6, 2022, such as claims for failure to all regular rate and overtime wages owed during employment, failure to provide lawful meal and rest periods, failure to adopt a compliant sick pay policy, failure to provide accurate itemized wage statements, failure to reimburse for business expenses, and failure to pay all wages due upon termination or resignation.

In addition, the proposed settlement includes the settlement of claims for civil penalties under the PAGA. If you worked for Nielsen from December 21, 2019 through March 6, 2022, you are a PAGA Aggrieved Employee. PAGA Aggrieved Employees will release claims for civil penalties under the PAGA for the claims alleged in Plaintiff’s lawsuit. This release will be for the period of time between December 21, 2019 through March 6, 2022.

If you would like to see the settlement documents or complaint on file, you can check www.occourts.org, the Court’s website, or contact Class Counsel. Directions for accessing the Court’s website are outlined in Section 15 of this notice. Class Counsel’s information is outlined in Section 4 of this notice.

9. How Much is the Settlement?

The amount that Nielsen is required to pay under this settlement is \$3,300,00. This amount is referred to as the “Gross Settlement Amount.” The Gross Settlement Amount includes the following amounts: (1) approximately \$2,045,110 for disbursement to Class Members who do not request to be excluded from the settlement; (2) \$10,000 to Plaintiff Larry Perez for his effort in bringing this action; (3) costs to administer the settlement – meaning costs associated with mailing this notice to employees and costs associated with sending out settlement checks – to the Settlement Administrator, Phoenix Class Action Administration Solutions, which will not exceed \$20,000; (3) \$100,000 to Plaintiff’s claims under the PAGA (of this amount \$75,000 will be paid to the Labor and Workforce Development Agency pursuant to the Private Attorneys’ General Act of 2004 and \$25,000 will be available for distribution to PAGA Aggrieved Employees); and (4) payment to Class Counsel in the amount of \$1,099,890 (33.33% of the Gross Settlement Amount) in attorneys’ fees for investigating the facts of the case, litigating the case, and negotiating the settlement, and an amount not to exceed \$25,000 for actual costs spent litigating this case. All of these payments are subject to Court approval.

The Court will not approve any of these requests until the Final Approval Hearing. If the any of the amounts awarded are less than the amounts requested, the difference shall become part of the amount available for distribution to employees who do not request to be excluded from the settlement.

10. How Much Can I Expect to Receive from the Settlement?

Each employee who does not request to be excluded from the settlement will be provisionally assigned an award amount based on his or her tenure as part of the Class. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Nielsen in California, as a Class Member, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, your settlement payment ties directly to the number of workweeks you worked for Nielsen between April 8, 2017, through March 6, 2022.

Although your exact settlement share cannot be precisely calculated until employees have had the opportunity to request to be excluded from the settlement, based upon the calculation formula above, your approximate share of the settlement is: \$ [REDACTED] (based on Nielsen’s data which shows you worked # of workweeks between April 8, 2017 through March 6, 2022). Please note that under the law, the case can only go back four years from the date it was filed. This means the case can go back to April 8, 2017. If you began your employment prior to April 8, 2017, this lawsuit can only compensate you for the weeks you worked for Nielsen on or after April 8, 2017.

If you believe the number of workweeks attributed to you is incorrect, you must notify the Settlement Administrator by mail or telephone, no later than [INSERT], explaining the basis for

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the dispute and must produce any supporting documentation showing that the workweeks credited to you are inaccurate. In response to a dispute submitted by a Class Member, Nielsen will review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. The Settlement Administrator will make an initial determination about any disputes submitted. The Court shall have the right to review any decision by the Settlement Administrator regarding disputes.

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You may also be entitled to a payment for your release of PAGA claims if you worked for Nielsen on or after December 21, 2019, through March 6, 2022. If you worked for Nielsen during this time period you are a PAGA Aggrieved Employee. Your payment as a PAGA Aggrieved Employee is \$ [REDACTED]. If you submit a dispute, as outlined in the paragraph above, the initial determination made by the Settlement Administrator, subject to Court review, will also apply to the number of weeks you are attributed to have worked as a PAGA Aggrieved Employee.

11. Will Taxes be Taken Out of My Settlement Share?

Yes, sixty percent (60%) of each class settlement share is intended to settle employees' claims for unpaid wages. This portion of your settlement share will be reduced by applicable payroll tax withholdings and deductions. Nielsen will pay the employer's share of legally required payroll taxes separately and outside of the settlement. The Settlement Administrator will issue you an IRS Form W-2 with respect to this portion of your settlement share.

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Forty percent (40%) of each class settlement share is intended to settle each employees' claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

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One hundred percent (100%) of each PAGA settlement share is intended to settle each employees' claims for penalties under the PAGA. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

12. When Can I Expect to Receive Money from the Settlement?

If you do not request to be excluded from the settlement, you should receive your settlement check approximately three months after the Court gives final approval of the settlement and it becomes effective. The effective date of this Settlement will be when the final approval of the settlement can no longer be appealed.

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, they will be deemed void and of

no further force and effect. This means that you will not be able to cash or redeem your settlement check 180 days after its issuance. The funds from settlement checks that are voided will be distributed to Legal Aid at Work.

13. How Will the Attorneys for the Class Be Paid?

The Court-appointed attorneys for Plaintiff and the employees will be paid from the Gross Settlement Amount, subject to Court approval, in an amount not to exceed 33.33% of the Gross Settlement Amount (estimated to be \$1,099,890) in attorneys' fees and an amount not to exceed \$25,000 in actual litigation costs. Nielsen has paid and will continue to pay all of its own attorneys' fees and costs.

14. How Will the Class Representative Be Paid?

Plaintiff Larry Perez will also be paid, subject to Court approval, an amount not to exceed \$10,000, in consideration for bringing this case, for the time and effort they put into litigating this case and for conferring a benefit upon other employees and the State of California.

15. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you can receive a copy of the settlement agreement by contacting Class Counsel at the information listed in Section 4, above, or by accessing the Court docket in this case through the Court's website at <https://www.occourts.org> or by visiting the office of the Court at 751 W. Santa Ana Blvd., Santa Ana, CA 92701 between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the Nielsen Class Action Settlement when calling the settlement administrator or Class Counsel.

To view the case documents on the Court's website, access the website <https://www.occourts.org>. Once at this website, click on the "Online Services" link. Then click the link that says "Case Access" under the heading "Online Services". Then click "Civil Case & Document Access." At the bottom of the page, click "Accept Terms". On the next page, type the case number "01194324" into the box with the words "Case Number" and "2021" in the box with the words "Year Filed". Then, click the "Search" button. You will be directed to a screen with the case name. Find the case title "LARRY PEREZ VS.THE NIELSEN COMPANY (US), LLC." and click on the case number associated with this case (30-2021-01194324-CU-OE-CXC). This will take you to the case information. If you scroll down on this page, you will be able to access all of the documents filed in the case.

Additionally, the Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **[FINAL APPROVAL HEARING DATE/TIME]**, in Department CX-102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class

Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.

Settlement documents, including the Court's final judgment, will be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com>). Other documents available on the Settlement Administrator's website include the operative complaints, the settlement agreement, and the Court's order granting preliminary approval.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit C

REQUEST FOR EXCLUSION FORM

Larry Perez v. The Nielsen Company (US), LLC
Case No. 30-2021-01194324-CU-OE-CTL
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU DO **NOT** WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA TEN (10) DAYS AFTER THIS DATE TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

Deleted: OR RETURN THE FORM BY HAND DELIVERY TO THE ADDRESS BELOW ON OR BEFORE **[RESPONSE DEADLINE]**

**INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS**

I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the settlement, and I have decided **not** to participate in the proposed settlement. Please note that you cannot request to be excluded from the PAGA portion of the settlement. As such, if you request to be excluded from the settlement and are a PAGA Aggrieved Employee, you will still receive your portion of the PAGA Fund.

(Date)

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee Identification Number or Last Four Digits of Social Security Number)

(Telephone Number)

Exhibit D

Larry Perez v. The Nielsen Company (US), LLC
Case No. 30-2021-01194324-CU-OE-CTL

FORMAL OBJECTION FORM

IF YOU WANT TO OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**, IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA TEN (10) DAYS AFTER THIS DATE TO OBJECT TO THE SETTLEMENT.

Deleted: OR RETURN THE FORM BY HAND
DELIVERY TO THE ADDRESS BELOW ON OR
BEFORE [**RESPONSE DEADLINE**]

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS

I WANT TO OBJECT TO THE SETTLEMENT.

I confirm that I was employed by The Nielsen Company (US), LLC as a non-exempt, salaried Membership Representative or Field Representative in California during the period of time beginning on April 8, 2017 and ending on March 6, 2022. I confirm that I have received notice of the proposed settlement in this action.

Please provide the basis for your objection (you may also provide this on a separate document enclosed and returned with this form):

Deleted: legal and/or factual

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

You may provide copies of documents or other exhibits you intend on relying on in support of your objection when you return this form if you would like.

You may appear at the final approval hearing, if you so choose, to discuss your objection with the Court. Please note that if the Court rejects your objection, you will receive a settlement payment and will be bound by the terms of the settlement.

(Date)

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee Identification Number or Last Four Digits of Social Security Number)

(Telephone Number)

Exhibit E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

LARRY PEREZ on behalf of himself, all
others similarly situated, and on behalf of
the general public,
Plaintiffs,
v.
THE NIELSEN COMPANY (US), LLC;
and DOES 1-100,
Defendants.

Case No. 30-2021-01194324-CU-OE-CXC

*[Assigned for All Purposes to the
Honorable Peter Wilson, CX-102]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF LARRY PEREZ'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

Date: August 18, 2022
Time: 2:00 p.m.

Date File: April 8, 2021
Trial Date: None Set

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1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Larry Perez has applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation and
5 Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto, sets
6 forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and
7 conditions set forth therein. The Parties’ Agreement is attached hereto as Exhibit 1. The Parties’
8 Addendum to Joint Stipulation and Settlement Agreement (the “Addendum”) is attached hereto as
9 Exhibit 2. The Court has read and considered the Memorandum of Points and Authorities in
10 support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement,
11 Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date and
12 the declarations submitted therewith. For purposes of this Order, the Court adopts all defined terms
13 as set forth in the Agreement.

14 **II. FINDINGS**

15 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
16 approval and the papers in support thereof, the Court hereby finds and orders as follows:

17 1. The Agreement falls within the range of reasonableness meriting possible final
18 approval.

19 2. The certification of the Class solely for purposes of settlement is appropriate in that:
20 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
21 impracticable; (2) there are questions of law and fact common to the Class which predominate
22 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
23 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
24 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
25 is superior to other available methods for the fair and efficient adjudication of the controversy.

1 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
2 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
3 light of the factual, legal, practical, and procedural considerations raised by this case.

4 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
5 Representative, and his appointment comports with the requirements of due process.

6 5. Class Counsel does not have any conflicts that would preclude them from acting as
7 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
8 requirements of due process.

9 6. The notice of proposed class action settlement attached as Exhibit 3 hereto complies
10 with due process because the notice of proposed class action settlement is reasonably calculated
11 to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the proposed
12 Agreement; and (iii) their rights, including the right to either participate in the settlement, exclude
13 themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for class
14 notice and settlement administration is the best notice practicable under the circumstances.

15 **III. ORDER**

16 The Court having considered the papers submitted in support of the motion for preliminary
17 approval, HEREBY ORDERS THE FOLLOWING:

18 1. The Court finds on a preliminary basis that the provisions of the Agreement are
19 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

20 2. The following Class is conditionally certified for purposes of settlement only: All
21 California non-exempt, salaried Membership Representatives and Field Representatives of The
22 Nielsen Company (US), LLC in California from April 8, 2017, to March 6, 2022.

23 3. The Agreement provides for the following release as to Participating Class
24 Members,¹ which is hereby approved conditionally: Any and all claims, debts, liabilities, demands,
25 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of
26

27 ¹ Participating Class Members are Class Members who do not submit a valid and timely request to
28 exclude themselves from the Settlement.

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1 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
2 alleged or could have been alleged based upon a reasonable interpretation of the facts alleged in
3 the Class Action, against Defendant (including any and all unnamed Does). The Released Class
4 Claims include, but are not limited to, 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay
5 All Overtime Wages; 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage
6 Order No. 4- 2001(11); Cal. Code Regs., tit. 8 § 11090); 4) Failure to Authorize and Permit Rest
7 Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12); Cal. Code Regs. tit. 8 § 11040);
8 5) Failure to Adopt a Compliant Sick Pay Policy (Lab. Code §§ 233, 234, 246); 6) Knowing and
9 Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§
10 226, 1174, 1175); 7) Failure to Reimburse/Illegal Deductions (Lab. Code §§ 221, 2802, Cal. Regs.,
11 tit. 8, § 11040(8)); 8) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.);
12 and 9) Waiting Time Penalties (Lab. Code § 203). This release will be for the period of time from
13 April 8, 2017, to March 6, 2022.

14 4. This settlement also releases claims under the Private Attorneys General Act of
15 2004 (“PAGA”). These claims are asserted on behalf of PAGA Aggrieved Employees defined as:
16 Class Members who worked during the period of time from December 21, 2019 through March 6,
17 2022. PAGA Aggrieved Employees may not request to be excluded from the PAGA portion of the
18 settlement, including the Released PAGA Claims. All PAGA Aggrieved Employees will receive
19 a portion of the PAGA Fund.

20 5. The Agreement provides for the following release as to PAGA Aggrieved
21 Employees, which is hereby approved conditionally: Any and all civil penalties under the PAGA
22 for the underlying Labor Code violations that are alleged in the PAGA Notice letter to the LWDA
23 and based on the facts alleged in the First Amended Complaint filed in the PAGA Action, against
24 Defendant (including any and all unnamed Does). The Released PAGA Claims include, but are
25 not limited to, violations of the private Attorneys General Act, Labor Code §2699, et seq. This
26 release will be for the period of time from December 21, 2019 through March 6, 2022.

27 6. The settlement appears to be fair, adequate and reasonable to the Class. The
28

Deleted: claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged or could have been alleged based upon a reasonable interpretation of the facts alleged in the ...

1 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
2 only to any objections that may be raised at the final approval hearing and final approval by this
3 Court.

4 7. Plaintiff Larry Perez is conditionally approved as the Class Representative for the
5 Class.

6 8. The proposed Class Representative Enhancement Payment of \$10,000 payable to
7 Plaintiff Larry Perez for his services as class representative is conditionally approved.

8 9. Mara Law Firm, PC is conditionally approved as Class Counsel for the Class.

9 10. The proposed awards of up to \$1,099,890 in attorneys' fees and up to \$25,000 in
10 actual costs payable to Class Counsel are conditionally approved.

11 11. A final approval hearing on the question of whether the settlement, attorneys' fees
12 and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally
13 approved as fair, reasonable and adequate as to Class Members is scheduled in Department CX102
14 on the date and time set forth in the Implementation Schedule below.

15 12. The Court confirms Phoenix Settlement Administrators as the Settlement
16 Administrator.

17 13. The proposed payment of up to \$20,000 in costs to Phoenix Settlement
18 Administrators for its services as the Settlement Administrator is conditionally approved.

19 14. The Court also hereby conditionally approves and orders payment from the Gross
20 Settlement Fund of the PAGA Payment of \$100,000 (75% of which shall be paid to the Labor and
21 Workforce Development Agency, and 25% of which shall be distributable to PAGA Aggrieved
22 Employees).

23 15. The Court approves, as to form and content, the Notice of Class Action Settlement
24 in substantially the form attached as Exhibit 3 hereto. The Notice of Class Action Settlement shall
25 be accompanied by a Request for Exclusion Form and a Formal Objection Form that Settlement
26 Class Members may use. The Court approves, as to form and content, the Request for Exclusion
27 Form and Formal Objection Form attached hereto as Exhibits 4 and 5, respectively. The Court
28

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1 approves the procedure for Class Members to participate in, to opt out of, and to object to, the
2 settlement as set forth in the notice.

3 16. The Court directs the mailing of the notice of class action settlement by first class
4 mail to Class Members in English language in accordance with the Implementation Schedule
5 below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth
6 in the Implementation Schedule, meet the requirements of due process and provide the best notice
7 practicable under the circumstances and shall constitute due and sufficient notice to all persons
8 entitled thereto.

9 IV. IMPLEMENTATION SCHEDULE

10 The Court orders the following Implementation Schedule for further proceedings:

12	Deadline for Defendant to submit Class Data to Settlement Administrator:	<u>September 1, 2022</u> [14 calendar days after entry of this Order]
14	Deadline for Settlement Administrator to Mail Class Notices to Class Members	<u>September 15, 2022</u> [14 calendar days after receipt of the Class Data]
17	Deadline for Class Members to Postmark Requests for Exclusion <u>and</u> Objections, ("Response Deadline")	<u>November 14, 2022</u> [60 calendar days after mailing of Notice to Class Members]
20	<u>Deadline for Class Members Submit</u> <u>Disputes by Mail or Telephone</u>	<u>November 14, 2022</u> <u>[60 calendar days after mailing of Notice to</u> <u>Class Members]</u>
23	Deadline for Class Members with Re- Mailed Class Notices to Postmark Requests for Exclusion <u>and</u> Objections,	<u>November 25, 2022</u> [10 calendar days after Response Deadline, <u>plus</u> <u>one day due to USPS holiday]</u>
26	<u>Deadline for Class Members with Re-</u> <u>Mailed Class Notices to Submit Disputes</u> <u>by Mail or Telephone</u>	<u>November 25, 2022</u> <u>[10 calendar days after Response Deadline, plus</u> <u>one day due to USPS holiday]</u>

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2	Deadline for Class Counsel to file a Motion for Final Approval	November 30 , 2022 [16 court days before Final Approval Hearing]
3		
4	Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	November 30 , 2022 [16 court days before Final Approval Hearing]
5		
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7	Final Approval Hearing and Final Approval	Thursday, December 22 , 2022, at 2:00 p.m.
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IT IS SO ORDERED.

Dated: _____, 2022

By _____
Honorable Peter J. Wilson
Orange County Superior Court Judge

Exhibit F



CASE ASSUMPTIONS

Class Members	310
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	307
Subtotal Admin Only	\$9,500.00

WILL NOT EXCEED \$9,500.00

For 310 Class Members

Bid good for scope of estimate

December 8, 2021

Case: Perez v. Nielsen Opt-Out Administration wLanguage PreTrace

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Jill Vecchi

Firm: Mara Law Firm

Contact Number: 619-234-2833

Email: jvecchi@maralawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on **310** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$121.81	1	\$121.81
Call Center & Long Distance	\$1.50	31	\$46.50
NCOA (USPS)	\$50.00	1	\$50.00
Total			\$718.31

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Pre Mail Skip Tracing	\$1.25	310	\$387.50
Data Merge & Duplication Scrub	\$0.10	310	\$31.00
Notice Packet & Opt-Out Form	\$1.50	310	\$465.00
Estimated Postage (up to 2 oz.)*	\$0.55	310	\$170.50
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,604.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$1.25	8	\$9.69
Remail Notice Packets	\$1.50	8	\$11.63
Estimated Postage	\$0.55	8	\$4.26
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$325.58

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$100.00	3	\$300.00
Case Associate	\$50.00	5	\$250.00
Opt-Outs/Deficiency/Dispute Letters	\$7.00	5	\$32.55
Case Manager	\$75.00	4	\$300.00
Total			\$1,182.55

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$75.00	3	\$225.00
QSF Fees, Bank Account & EIN	\$100.00	3	\$300.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	307	\$306.90
Estimated Postage Checks, W2 and 1099	\$0.56	307	\$171.86
Setup Postcard	\$125.00	2	\$250.00
Check Cashing Reminder Postcard	\$0.50	61	\$30.69
Postage Check Cashing Postcard	\$0.36	61	\$22.10
Total			\$2,206.55

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	4	\$400.00
Remail Undeliverable Checks (Postage Included)	\$0.75	31	\$23.02
Case Associate	\$50.00	5	\$250.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$70.00	2	\$140.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS Annual Tax Reporting * (State Tax Reporting Included)	\$1,100.00	1	\$1,100.00
Total			\$2,463.02
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Estimate Total:			\$9,500.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Exhibit G

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is between Plaintiff Larry Perez (hereinafter "Plaintiff") on behalf of himself and the Class and Defendant The Nielsen Company (US), LLC (hereinafter "Defendant" or "Nielsen") (collectively Plaintiff and Defendant are referred to as the "Parties").

I. AMENDMENTS TO SETTLEMENT AGREEMENT

A. Section III, Paragraph 58 shall be revised as follows:

Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Class Action Administration Solutions shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, mailing; performing skip traces and re mailing notices to Class Members; calling Class Members with undeliverable notices to obtain accurate addresses; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; maintaining a website which will include settlement documents; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and re mailing Individual Settlement Shares to Participating Class Members and PAGA Aggrieved Employees; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorneys Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members, Aggrieved Employees, and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to Legal Aid at Work; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Phoenix Settlement Administrators or otherwise have a relationship with Phoenix Settlement Administrators that could create a conflict of interest.

B. Section II, Paragraph 44 shall be revised as follows:

A PAGA complaint against Defendant was filed by Plaintiff in the Orange County Superior Court on April 8, 2021 (Case No. 30-2021-01194324-CU-OE-CTL). The original complaint in the PAGA Action alleges violations against Defendant of the Private Attorneys General Act

of California (“PAGA”), Labor Code §2699, et seq. for underlying alleged violations of the claims pled in the Class Action Complaint. On April 28, 2022, Plaintiff filed a First Amended Complaint in the PAGA Action adding the class allegations contained in his Class Action into his PAGA Action.

C. Section I, Paragraph 36 shall be revised as follows:

Released PAGA Claims: The Released PAGA Claims applicable to Plaintiff and all PAGA Aggrieved Employees shall mean: any and all civil penalties under the PAGA for the underlying Labor Code violations that are alleged in the PAGA Notice letter to the LWDA and based on the facts alleged in the First Amended Complaint filed in the PAGA Action, against Defendant (including any and all unnamed Does). The Released PAGA Claims include, but are not limited to, violations of the private Attorneys General Act, Labor Code §2699, et seq. This release will be for the PAGA Period.

D. Section III, Paragraph 60 shall be revised as follows:

Release of Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims. In addition, as of the Effective Final Settlement Date, PAGA Aggrieved Employees release the Released Parties from the Released PAGA Claims. PAGA Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released PAGA Claims.

E. Section III, Paragraph 59(C) shall be revised as follows:

Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline or by appearing at the Final Approval Hearing. The Settlement Administrator will provide the Parties with any objections received within five (5) days of receipt. Absent good cause found by the Court, objections will not be considered by the Court if not timely or otherwise compliant with the procedures herein. All objections submitted to the Settlement Administrator will be presented to the Court along with the final approval motion.

- a. **Format.** Any Objections shall state: (a) state the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s social security number or employee identification number; (b) the words “Notice of Objection” or “Formal

Objection;” and (c) a short statement of the facts supporting the objections, such as, the legal and factual arguments supporting the objection.

- b. Notice of Intent to Appear.** Class Members may (though are not required to) appear at the Final Approval Hearing to state an objection, either in person or through the objector’s own counsel.

F. Section III, Paragraph 59(E) shall be revised to state:

Class Member Disputes. If a Class Member who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator by the Response Deadline. The documentation should provide evidence of the dates the Class Member contends he or she worked for Defendant during the Class Period. The Settlement Administrator shall then provide the documentation provided by the Class Member to Defendant. Defendant shall review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. The Settlement Administrator shall evaluate the evidence submitted by the Class Member and make the decision as to which dates should be applied. All disputes submitted to the Settlement Administrator, including any evidence submitted in conjunction with a dispute, shall be presented to the Court in conjunction with final approval along with the determination made by the Settlement Administrator. The Court shall have the right to review any decision made by the Settlement Administrator regarding a workweek dispute.

- G.** The Notice of Class Action Settlement, Request for Exclusion Form, and Formal Objection Form attached as Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with the versions attached to hereto as Exhibit A.

II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 8/2/2022

LARRY PEREZ

DocuSigned by:

FBE2001B724A4A7...

Dated: 8/1/2022

THE NIELSEN COMPANY (US), LLC

Tracy Staines

Name: Tracy Staines

Title: VP People Experience Leader, Americas

Approved as to Form and Content:

Dated: 8/2/2022

MARA LAW FIRM, PC

DocuSigned by:

Dave Mara

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff, on behalf of himself, and all
others similarly situated

Dated: 8/1/22

SEYFARTH SHAW LLP

Brian Long

Brian Long, Esq.

Attorneys for Defendant

Exhibit *A*

ORANGE COUNTY SUPERIOR COURT

If you worked for The Nielsen Company (US), LLC (“Nielsen” or “Defendant”) in California as a non-exempt, salaried Membership Representative or Field Representative at any time between April 8, 2017, through March 6, 2022, a class action settlement will affect your rights. You may be entitled to a payment under this settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- Former employee, Larry Perez, filed a proposed class action lawsuit and an action pursuant to the California Private Attorneys General Act (“PAGA”) against Nielsen. The lawsuits allege that Nielsen failed to pay all straight time wages, failed to pay overtime wages, failed to provide meal periods, failed to authorize and permit rest periods, failed to adopt a compliant sick pay policy, knowingly and intentionally failed to comply with itemized employee wage statement provisions, failed to reimburse/illegal deductions, and violated the Unfair Competition Law. Nielsen denies all alleged violations and denies liability. The Court has not made a ruling on the merits of the case. The Parties have agreed to settle the claims set forth in the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Get a settlement payment and give up any rights to sue for the Released Claims (defined below). <u>If you are still employed by Nielsen and choose to receive a settlement payment, this will not affect your employment.</u>
EXCLUDE YOURSELF	Get no payment as a Class Member. This is the only option that allows you to ever be part of any other lawsuit against Nielsen involving the legal claims and statutory period alleged in this case. Please note that you are unable to exclude yourself from the PAGA portion of the settlement if you are a PAGA Aggrieved Employee.
OBJECT	Write to the Court about why you don’t agree with the settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still has to decide whether to approve of the settlement. Payments will be made if the Court approves the settlement. Please be patient.

WHAT INFORMATION IS IN THIS NOTICE?	
1. Why did I get this notice?	Page 2
2. What is this lawsuit about?	Page 2
3. How does a class action settlement work?	Page 3
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1. *Why Have I Received this Notice?*

Nielsen's records indicate that you were employed as a non-exempt, salaried Membership Representative and/or Field Representative in California by Nielsen at sometime between April 8, 2017, through March 6, 2022. This period of time is referred to as the "Class Period." If you worked for Nielsen in California during the "Class Period," you may be entitled to money under this Settlement. This Notice provides you with basic information about the case and advises you of your options with regard to the Settlement.

2. *What is this Case About?*

A class action complaint against Defendant was filed by Plaintiff in the Orange County Superior Court on April 8, 2021 (Case No. Case No. 30-2021-01194580-CU-OE-CXC). The operative complaint in the Class Action alleges causes of action against Defendant for: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay Policy; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Reimburse/Illegal Deductions; and (8) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.).

On December 21, 2020, Plaintiff provided notice to the LWDA in accordance with the PAGA. A PAGA complaint against Defendant was filed by Plaintiff in the Orange County Superior Court on April 8, 2021 (Case No. Case No. 30-2021-01194324-CU-OE-CTL). The operative complaint in the PAGA Action alleges violations against Defendant of the PAGA, Labor Code §2699, et seq. for underlying alleged violations of the claims pled in the Class Action Complaint.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuits with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuits, all parties avoid the risks and cost of a trial. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. *How Does this Class Action Settlement Work?*

Plaintiff and his attorneys believe the settlement is fair, adequate, and reasonable. The Orange County Superior Court has preliminarily reviewed the terms of the settlement and determined the settlement is fair, adequate, and reasonable. On [date of ruling on preliminary approval], the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [date of final approval hearing], 2022 at [time a.m./p.m.], in Department CX-102 before Judge Peter J. Wilson located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court's website (instructions on accessing this site are provided in Section 15 of this Notice) to confirm that the date has not been changed.

4. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class ("Class Counsel")	Attorneys for Nielsen
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 205 San Diego, CA 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	SEYFARTH SHAW LLP Brian P. Long BPLong@seyfarth.com 601 South Figueroa Street, Suite 3300 Los Angeles, CA 90017-5793 Telephone: (213) 270-9600 Facsimile: (213) 270-9601

The Court has appointed Mara Law Firm, PC to represent you and all other Class Members simultaneously in this Settlement. You are not required to hire your own attorney because Mara Law Firm, PC is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

5. *How do I Participate in the Settlement?*

If you do nothing, you will automatically be included as a participant in this Settlement and will not have to take any further action to receive your settlement payment. By participating in the Settlement, you will be bound by the Release described in Section 8 below. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment.

Important Note: *Nielsen will not retaliate against you in any way for either participating or not participating in this Settlement.*

If you do nothing, you will receive money and will be bound by the release of claims stated in this notice.

6. *How Do I Request to be Excluded from the Settlement?*

If you request to be excluded from the settlement, you **will not** receive any part of the class portion of the settlement. This is the only option that allows you to ever be a part of any other lawsuit against Nielsen about the legal claims and statutory period alleged in this case. By timely opting out, you will no longer receive any part of the class portion of the Settlement, nor bound by the release except as it relates to the PAGA portion of the Settlement and release related thereto.

HOW TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT:

How can I request to be excluded from the settlement?

You can request to be excluded from the class portion of the settlement by mailing the Settlement Administrator a written request for exclusion. To do this, you can use the enclosed Request for Exclusion Form.

Is there a deadline to request to be excluded?

You must postmark your completed Request for Exclusion Form or other written request to be excluded by **RESPONSE DEADLINE**. If your class notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because the Settlement Administrator found an accurate address for you, your deadline to respond to the settlement will be ten days after the date just listed.

What information do I need to provide?	You must fully complete the enclosed Request for Exclusion Form. Alternatively, you can send a written request for exclusion that includes all of the following: (1) your full name, current address, telephone number, last four digits of your Social Security number or employee identification number; (2) state your intention to exclude yourself from or opt-out of the Settlement, (3) be addressed to Settlement Administrator; and (4) your signature and date of signature or your lawful representative signature and date of signature.
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The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves this settlement, then even if you request exclusion from the settlement, you still will receive an individual settlement share for the PAGA claims if you were employed between December 21, 2019 through March 6, 2022 and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining substantive, individual and/or class claims.

7. *How Do I Object to the Settlement?*

You can ask the Court to deny approval by filing an objection or appearing at the Final Approval Hearing to assert the objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Importantly, you cannot object to the settlement if you have requested to be excluded from the settlement.

HOW TO OBJECT TO THE SETTLEMENT:	
How can I object to the settlement?	As long as you have not requested to be excluded from the Settlement, you can object to the settlement by mailing the Settlement Administrator a written objection or appearing at the Final Approval Hearing to assert your objection. To do this, you can use the enclosed Formal Objection Form.
Is there a deadline to request to be excluded?	If you send a written objection to the Settlement Administrator, you must postmark your request by RESPONSE DEADLINE . If your class notice was returned to the Settlement Administrator as undeliverable and was then remailed to you because the Settlement Administrator found an accurate address for you, your deadline to respond to the settlement will be ten days after the date just listed.

What information do I need to provide?	You must fully complete the enclosed Formal Objection Form. Alternatively, you can send a written request for exclusion that includes all of the following: (1) your full name, address, telephone number, the last four digits of your social security number or employee identification number; (2) the words “Notice of Objection” or “Formal Objection” and (3) a short statement of the facts supporting the objections, such as, the legal and factual arguments supporting the objection.
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Absent good cause found by the Court, Class Members who fail to file timely written objections in the manner specified above or fail to appear at the Final Approval Hearing to assert an objection shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether an appeal or otherwise) to the settlement.

If the Court rejects the objection, the objector will receive a settlement payment and will be bound by the terms of the settlement and will release claims as defined in Section 8 of this notice and in the settlement agreement.

8. *How Does This Settlement Affect Employees’ Rights?*

If you do not submit a Request for Exclusion Form or other request to be excluded from the settlement and the Court approves of the settlement, you will receive your share of the settlement as described in Section 10 of this notice. In exchange for your share of the settlement, you will be releasing your right to bring your own lawsuit against Nielsen for the same claims that Plaintiff alleged in the lawsuit, or to bring claims that could have been alleged based on a reasonable interpretation of the facts alleged in the Lawsuit. Specifically, if you choose to receive your share of the settlement, you will be releasing your right to file a lawsuit or other claim against Nielsen for California wage and hour violations that occurred from April 8, 2017 through March 6, 2022, such as claims for failure to all regular rate and overtime wages owed during employment, failure to provide lawful meal and rest periods, failure to adopt a compliant sick pay policy, failure to provide accurate itemized wage statements, failure to reimburse for business expenses, and failure to pay all wages due upon termination or resignation.

In addition, the proposed settlement includes the settlement of claims for civil penalties under the PAGA. If you worked for Nielsen from December 21, 2019 through March 6, 2022, you are a PAGA Aggrieved Employee. PAGA Aggrieved Employees will release claims for civil penalties under the PAGA for the claims alleged in Plaintiff’s lawsuit. This release will be for the period of time between December 21, 2019 through March 6, 2022.

If you would like to see the settlement documents or complaint on file, you can check www.occourts.org, the Court’s website, or contact Class Counsel. Directions for accessing the Court’s website are outlined in Section 15 of this notice. Class Counsel’s information is outlined in Section 4 of this notice.

9. *How Much is the Settlement?*

The amount that Nielsen is required to pay under this settlement is \$3,300,00. This amount is referred to as the “Gross Settlement Amount.” The Gross Settlement Amount includes the following amounts: (1) approximately \$2,045,110 for disbursement to Class Members who do not request to be excluded from the settlement; (2) \$10,000 to Plaintiff Larry Perez for his effort in bringing this action; (3) costs to administer the settlement – meaning costs associated with mailing this notice to employees and costs associated with sending out settlement checks – to the Settlement Administrator, Phoenix Class Action Administration Solutions, which will not exceed \$20,000; (3) \$100,000 to Plaintiff’s claims under the PAGA (of this amount \$75,000 will be paid to the Labor and Workforce Development Agency pursuant to the Private Attorneys’ General Act of 2004 and \$25,000 will be available for distribution to PAGA Aggrieved Employees); and (4) payment to Class Counsel in the amount of \$1,099,890 (33.33% of the Gross Settlement Amount) in attorneys’ fees for investigating the facts of the case, litigating the case, and negotiating the settlement, and an amount not to exceed \$25,000 for actual costs spent litigating this case. All of these payments are subject to Court approval.

The Court will not approve any of these requests until the Final Approval Hearing. If the any of the amounts awarded are less than the amounts requested, the difference shall become part of the amount available for distribution to employees who do not request to be excluded from the settlement.

10. *How Much Can I Expect to Receive from the Settlement?*

Each employee who does not request to be excluded from the settlement will be provisionally assigned an award amount based on his or her tenure as part of the Class. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Nielsen in California, as a Class Member, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, your settlement payment ties directly to the number of workweeks you worked for Nielsen between April 8, 2017, through March 6, 2022.

Although your exact settlement share cannot be precisely calculated until employees have had the opportunity to request to be excluded from the settlement, based upon the calculation formula above, your approximate share of the settlement is: \$ [REDACTED] (based on Nielsen’s data which shows you worked # of workweeks between April 8, 2017 through March 6, 2022). Please note that under the law, the case can only go back four years from the date it was filed. This means the case can go back to April 8, 2017. If you began your employment prior to April 8, 2017, this lawsuit can only compensate you for the weeks you worked for Nielsen on or after April 8, 2017.

If you believe the number of workweeks attributed to you is incorrect, you must notify the Settlement Administrator by mail or telephone no later than [INSERT], explaining the basis for

the dispute and must produce any supporting documentation showing that the workweeks credited to you are inaccurate. In response to a dispute submitted by a Class Member, Nielsen will review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. The Settlement Administrator will make an initial determination about any disputes submitted. The Court shall have the right to review any decision by the Settlement Administrator regarding disputes.

You may also be entitled to a payment for your release of PAGA claims if you worked for Nielsen on or after December 21, 2019, through March 6, 2022. If you worked for Nielsen during this time period you are a PAGA Aggrieved Employee. Your payment as a PAGA Aggrieved Employee is \$ [REDACTED]. If you submit a dispute, as outlined in the paragraph above, the initial determination made by the Settlement Administrator, subject to Court review, will also apply to the number of weeks you are attributed to have worked as a PAGA Aggrieved Employee.

11. Will Taxes be Taken Out of My Settlement Share?

Yes, sixty percent (60%) of each class settlement share is intended to settle employees' claims for unpaid wages. This portion of your settlement share will be reduced by applicable payroll tax withholdings and deductions. Nielsen will pay the employer's share of legally required payroll taxes separately and outside of the settlement. The Settlement Administrator will issue you an IRS Form W-2 with respect to this portion of your settlement share.

Forty percent (40%) of each class settlement share is intended to settle each employees' claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

One hundred percent (100%) of each PAGA settlement share is intended to settle each employees' claims for penalties under the PAGA. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

12. When Can I Expect to Receive Money from the Settlement?

If you do not request to be excluded from the settlement, you should receive your settlement check approximately three months after the Court gives final approval of the settlement and it becomes effective. The effective date of this Settlement will be when the final approval of the settlement can no longer be appealed.

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, they will be deemed void and of

no further force and effect. This means that you will not be able to cash or redeem your settlement check 180 days after its issuance. The funds from settlement checks that are voided will be distributed to Legal Aid at Work.

13. How Will the Attorneys for the Class Be Paid?

The Court-appointed attorneys for Plaintiff and the employees will be paid from the Gross Settlement Amount, subject to Court approval, in an amount not to exceed 33.33% of the Gross Settlement Amount (estimated to be \$1,099,890) in attorneys' fees and an amount not to exceed \$25,000 in actual litigation costs. Nielsen has paid and will continue to pay all of its own attorneys' fees and costs.

14. How Will the Class Representative Be Paid?

Plaintiff Larry Perez will also be paid, subject to Court approval, an amount not to exceed \$10,000, in consideration for bringing this case, for the time and effort they put into litigating this case and for conferring a benefit upon other employees and the State of California.

15. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you can receive a copy of the settlement agreement by contacting Class Counsel at the information listed in Section 4, above, or by accessing the Court docket in this case through the Court's website at <https://www.occourts.org> or by visiting the office of the Court at 751 W. Santa Ana Blvd., Santa Ana, CA 92701 between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the Nielsen Class Action Settlement when calling the settlement administrator or Class Counsel.

To view the case documents on the Court's website, access the website <https://www.occourts.org>. Once at this website, click on the "Online Services" link. Then click the link that says "Case Access" under the heading "Online Services". Then click "Civil Case & Document Access." At the bottom of the page, click "Accept Terms". On the next page, type the case number "01194324" into the box with the words "Case Number" and "2021" in the box with the words "Year Filed". Then, click the "Search" button. You will be directed to a screen with the case name. Find the case title "LARRY PEREZ VS.THE NIELSEN COMPANY (US), LLC." and click on the case number associated with this case (30-2021-01194324-CU-OE-CXC). This will take you to the case information. If you scroll down on this page, you will be able to access all of the documents filed in the case.

Additionally, the Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on [FINAL APPROVAL HEARING DATE/TIME], in Department CX-102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class

Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.

Settlement documents, including the Court's final judgment, will be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com>). Other documents available on the Settlement Administrator's website include the operative complaints, the settlement agreement, and the Court's order granting preliminary approval.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

REQUEST FOR EXCLUSION FORM

Larry Perez v. The Nielsen Company (US), LLC
Case No. 30-2021-01194324-CU-OE-CTL
Orange County Superior Court
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

IF YOU DO **NOT** WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA TEN (10) DAYS AFTER THIS DATE TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

**INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS**

I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the settlement, and I have decided **not** to participate in the proposed settlement. Please note that you cannot request to be excluded from the PAGA portion of the settlement. As such, if you request to be excluded from the settlement and are a PAGA Aggrieved Employee, you will still receive your portion of the PAGA Fund.

(Date)

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee Identification Number or Last Four Digits of Social Security Number)

(Telephone Number)

FORMAL OBJECTION FORM

IF YOU WANT TO OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. IF THE NOTICE OF CLASS ACTION SETTLEMENT WAS REMAILED TO YOU, YOU HAVE AN EXTRA TEN (10) DAYS AFTER THIS DATE TO OBJECT TO THE SETTLEMENT.

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS

I WANT TO OBJECT TO THE SETTLEMENT.

I confirm that I was employed by The Nielsen Company (US), LLC as a non-exempt, salaried Membership Representative or Field Representative in California during the period of time beginning on April 8, 2017 and ending on March 6, 2022. I confirm that I have received notice of the proposed settlement in this action.

Please provide the basis for your objection (you may also provide this on a separate document enclosed and returned with this form):

[illegible]

You may provide copies of documents or other exhibits you intend on relying on in support of your objection when you return this form if you would like.

You may appear at the final approval hearing, if you so choose, to discuss your objection with the Court. Please note that if the Court rejects your objection, you will receive a settlement payment and will be bound by the terms of the settlement.

(Date)

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee Identification Number or Last Four Digits of Social Security Number)

(Telephone Number)