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9 *Attorneys for Plaintiffs and the Class*

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

11 NAKITA CLARK, DAWN STEPHENSON,
12 individually, and on behalf of other members
13 of the general public similarly situated and on
14 behalf of other aggrieved employees pursuant
15 to the California Private Attorneys General
16 Act;

17 Plaintiffs,

18 vs.

19 WITTMAN ENTERPRISES, LLC, a
20 California limited liability company; and
21 DOES 1 through 100, inclusive,

22 Defendant.

Case No. 34-2019-00251989-CU-OE-
GDS

Honorable Jill H. Talley
Department 25

CLASS ACTION

**DECLARATION OF STEPHEN
GOMEZ REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

1 I, **STEPHEN GOMEZ** declare the following facts to be true and correct and if called as a
2 witness would testify competently to the same:

3 1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris") the claims
4 administrator in the above-entitled action. My business address is 3194-C Airport Loop
5 Drive, Costa Mesa, CA 92626. My telephone number is (714) 824-8590. I am over twenty-
6 one years of age and authorized to make this declaration on behalf of Simpluris and myself.

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

12
13 3. Simpluris was appointed by the Court as Settlement Administrator to
14 administer the settlement in accordance with the terms of the First Amended Stipulation
15 of Class Action and PAGA Settlement and Release entered into by the parties, (the
16 "Settlement Agreement"). Simpluris has been, and if the Court grants final approval of
17 the Settlement, will be responsible for, among other things: (a) printing and mailing the
18 Notice of Class Action Settlement, (hereafter the "Class Notice"); (b) receiving
19 undeliverable Class Notices; (c) receiving and validating requests for exclusion,
20 objections, or disputes of workweeks; (d) calculating Individual Settlement Shares and
21 Individual PAGA Payments, distributing funds, and tax-reporting following final
22 approval; (e) mailing individual settlement checks; (f) answering questions from Class
23 Members and Aggrieved Employees; and (g) performing such other tasks necessary to
24 effectuate the terms of the Settlement or as the Parties mutually agree or the Court orders
25 Simpluris to perform.
26
27
28

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

9 5. On January 18, 2023, Simpluris received the Court-approved Class Notice.
10 The Class Notice advised Class Members of their right to opt out from the Class Settlement,
11 object to the Class Settlement, or do nothing, and the implications of each such action. The
12 Class Notice advised Class Members and Aggrieved Employees of applicable deadlines
13 and other events, including the Final Approval Hearing, and how Class Members and
14 Aggrieved Employees could obtain additional information. The Class Notice was pre-
15 printed with the name and address of each Class Member and Aggrieved Employee, and
16 their estimated Individual Settlement Share and/or Individual PAGA Payment.
17

19 6. On February 17, 2023, Counsel for Defendant provided Simpluris with a
20 mailing list ("Class List and Data") containing the name, last known address, Social
21 Security number, and pertinent employment information during the Class Period and/or
22 PAGA Period for the Class Members and/or Aggrieved Employees. The Class List and
23 Data contained data for four hundred nine (409) Class Members and two hundred fifteen
24 (215) Aggrieved Employees.

26 7. The mailing addresses contained in the Class List and Data were processed
27 and updated utilizing the National Change of Address Database ("NCOA") maintained by
28

1 the U.S. Postal Service. The NCOA contains changes of address filed with the U.S. Postal
2 Service. In the event that any individual had filed a U.S. Postal Service change of address
3 request, the address listed with the NCOA was utilized in the mailing.

4 8. On March 15, 2023, after updating the mailing addresses through the NCOA,
5 Class Notices were mailed via First Class Mail to four hundred nine (409) Class Members
6 and two hundred fifteen (215) Aggrieved Employees contained in the Class List and Data.
7 A sample Class Notice is attached hereto as **Exhibit A**.

9 9. As of this date, forty-seven (47) Class Notices were returned by the post
10 office. For the forty-seven (47) Class Notices returned without forwarding addresses,
11 Simpluris attempted to find a forwarding address using Accurint, a reputable research tool
12 owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to
13 locate a current address. Altogether, Simpluris re-mailed forty-one (41) Class Notices to
14 either; a new forwarding address provided by the Post Office, a newfound address using
15 Accurint, or a forwarding address provided by the Class. Ultimately, six (6) Class Notices
16 remained undeliverable.
17

18 10. The Net Settlement Amount of \$214,311.23 available to pay Participating
19 Class Members was determined as follows:
20

21	<u>Gross Settlement Amount:</u>	<u>\$480,000.00</u>
22		
23	Attorneys' Fees	-\$160,000.00
24	Attorneys' Costs	-\$22,000.00
25	Enhancement Payments	-\$15,000.00
26	PAGA Payment – LWDA	-\$37,500.00
27	PAGA Payment – Aggrieved Employees	-\$12,500.00
28		

Employer's Taxes	- \$10,688.77
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Administration Costs:	-\$8,000.00
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NET SETTLEMENT FUND	\$214,311.23
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11. The escalator provision of the Settlement Agreement indicates if the actual number of workweeks for the time period of March 6, 2015 to April 19, 2021, which was estimated to be 27,917, exceeds that number by more than ten percent (10%) (i.e., that the number of workweeks during that period exceed 30,709), Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis (i.e., if there was an 11% increase in the number of workweeks during this period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) in the alternative, in the event that the escalator provision is triggered, then Defendant may elect to end the Class Period so as to have an earlier end date at Defendant's discretion in order to limit the covered workweeks to 27,917 in lieu of paying an increase to the Gross Settlement Amount. The total number of workweeks during the time period of March 6, 2015 to April 19, 2021 was 27,804. Therefore, the Escalator Clause was not triggered, and the Gross Settlement Amount remains \$480,000.00.

12. As of today, there are four hundred nine (409) Participating Class Members who will receive a portion of the Net Settlement Amount. The estimated *average* Individual Settlement Payment is \$523.99 and the estimated *highest* Individual Settlement Payment is \$2,116.79, and the estimated *lowest* Individual Settlement Payment is \$1.50.

13. In addition, as of today, there are two hundred fifteen (215) Aggrieved Employees who will receive a share of the twenty-five percent (25%) portion of the PAGA

1 Payment. The estimated *average* Individual PAGA Payment is \$58.14 the estimated
2 *highest* Individual PAGA Payment is \$125.79, and the estimated *lowest* Individual PAGA
3 Payment is \$0.30.

4 14. The deadline for Class Members to submit a valid Request for Exclusion from
5 the Class Settlement, an Objection to the Class Settlement, or a dispute of weeks worked
6 is May 15, 2023.

8 15. As of this date, Simpluris has not received any Requests for Exclusion from
9 the Class Settlement from Class Members.

10 16. As of this date, Simpluris has not received any disputes of the Qualifying
11 Workweeks from Class Members and/or Aggrieved Employees.

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

15 18. Simpluris' total costs for services in connection with the administration of
16 this Settlement, including fees incurred and anticipated future costs for completion of the
17 administration, are \$8,000.00. A breakdown of Simpluris' fees is attached hereto as
18 **Exhibit B**. Simpluris' work in connection with this matter will continue with the
19 calculation of the settlement checks, issuance and mailing of those settlement checks, etc.,
20 and preparation of the necessary tax reporting on such payments.
21

22
23
24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed this 8th day of May, 2023, in Costa Mesa,
26 California.

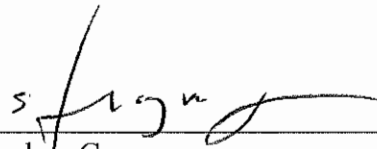
27
28 
Stephen Gomez

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Nakita Clark, et al. v. Wittman Enterprises, LLC
Superior Court of California for the County of Sacramento,
Case No. 34-2019-00251989-CU-OE-GDS

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

«I Mj,ul I Bar codeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

STUD «STUD»
«STUD»

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Nakita Clark and Dawn Stephenson ("Plaintiffs") and Defendant Wittman Enterprises, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Nakita Clark, et al. v. Wittman Enterprises, LLC*, Superior Court of California for the County of Sacramento, Case No. 34-2019-00251989-CU-OE-GDS ("Action"). The settlement may affect your legal rights. On January 11, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on June 2, 2023 at 9:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Aggrieved Employees**" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from September 1, 2020, to the date of preliminary approval.

"**Class**" means all current and former hourly-paid or nonexempt employees who worked for Defendant within the State of California at any time during the period from March 6, 2015, to the date of preliminary approval.

"**Class Member**" means a member of the Class.

"**Class Period**" means the time period from March 6, 2015, to the date of preliminary approval.

"**PAGA Period**" means the time period from September 1, 2020, to the date of preliminary approval.

II. BACKGROUND OF THE LAWSUIT

On March 6, 2019, Plaintiff Nakita Clark commenced a putative class action lawsuit by filing a Class Action Complaint for Damages against Defendant Wittman Enterprises, LLC. in the Sacramento County Superior Court, Case No. 34-2019-00251989-CU-OEGDS ("Action"). On March 29, 2019, a First Amended Class Action Complaint for Damages was filed in the Action, adding Dawn Stephenson as a named Plaintiff. On September 1, 2021, Plaintiffs each provided written notice, by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions of the California Labor Code that they allege Defendant violated ("LWDA Letters"). On February 4, 2022, Plaintiffs filed a Third Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action ("Operative Complaint").

Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. and

conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all the allegations in the Action or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement" or "Settlement Agreement").

On January 11, 2023, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Administrator"), Plaintiffs Nakita Clark and Dawn Stephenson as the representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Share, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Share), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is four hundred eighty thousand dollars (\$480,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Participating Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount (i.e., \$160,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-two thousand dollars (\$22,000.00) to Class Counsel; (2) Enhancement Payments in an amount up to seven thousand five hundred dollars (\$7,500.00) to each Plaintiff for their services in the Action (total \$15,000.00); (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of thirty seven thousand five hundred dollars (\$37,500.00) for its 75% portion of the PAGA Payment ("LWDA Payment"); and (4) Administration Costs in an amount not to exceed ten thousand dollars (\$10,000.00) to the Administrator. Note: a total of fifty thousand (\$50,000.00) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% and the remaining 25% (i.e., twelve thousand five hundred dollars (\$12,500)) will be distributed to Aggrieved Employees on a *pro rata* basis, based on Qualifying Workweeks during the PAGA Period.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of actual weeks that each Class Member worked for Defendant during the Class Period ("Qualifying Workweeks").

The Administrator has divided the Net Settlement Amount by the Qualifying Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiplied each Participating Class Member's individual Qualifying Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share that he or she may be eligible to receive under the Settlement (which

is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") will be issued payment of their final Individual Settlement Share.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the 25% of the PAGA Payment payable to Aggrieved Employees, i.e., \$12,500, ("Individual PAGA Payment") based on the Aggrieved Employees' Qualifying Workweeks during the PAGA Period, which will initially be calculated by Defendant by dividing the total number of hours worked by class members by forty (40). The Administrator has divided the 25% of the PAGA Payment, i.e., \$12,500, by the Qualifying Workweeks of all Aggrieved Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiplied each Aggrieved Employee's individual Qualifying Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

Each Individual Settlement Share will be allocated as twenty percent (25%) wages which will be reported on an IRS Form W2 and eighty percent (75%) interest, penalties, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Members ("Individual Settlement Payment"). Any payment for an Individual PAGA Payment will be allocated as penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. Defendant's share of taxes will be deducted from the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Participating Class Members and/or Aggrieved Employees at the address that is on file with the Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Qualifying Workweeks Based on Defendant's Records

According to Defendant's records, you have been credited with «MERGED_ClassWW_CALC» Qualifying Workweeks during the Class Period, i.e. from March 6, 2015 through the date of preliminary approval.

According to Defendant's records, you have been credited with «MERGED_PAGAWW_CALC» Qualifying Workweeks during the PAGA Period, i.e. from September 1, 2020, to the date of preliminary approval.

If you wish to dispute the Qualifying Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Administrator. The written letter must (a) state the case name and number of the Action (*Nakita Clark, et al. v. Wittman Enterprises, LLC*, Case No. 34-2019-00251989-CU-OE-GDS), (b) be signed by you, (c) states your full name, address, telephone number, and the last four digits of your Social Security Number, (d) states that you dispute the number of Qualifying Workweeks credited to you and what you contend is the correct number that should be credited to you, (e) includes information and/or attaches documentation demonstrating that the number of Qualifying Workweeks that you contend should be credited to you is correct, and (f) be returned by mail to the Administrator at the specified address (Section IV. B), postmarked on or before **May 15, 2023**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Qualifying Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«MERGED_ClassAmnt_CALC». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«MERGED_PAGAAmnt_CALC» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever waived, released, and discharged the Released Parties of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, all Aggrieved Employees, and the State of California (with respect to employment of Aggrieved Employees by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever waived, released, and discharged the Released Parties of all Released PAGA Claims he, she, or it may have or had.

“Released Class Claims” means any and all claims asserted or that could have been asserted based on facts alleged in the Operative Complaint, arising during the Class Period, including Defendant’s alleged violation of the California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.* for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods and associated premium pay, failure to provide rest periods and associated premium pay, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide compliant wage statements, and failure to maintain complete and accurate payroll records, and failure to reimburse business expenses.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code § 2698, *et seq.*), arising out of the facts alleged in the LWDA Letters, arising during the PAGA Period, for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses.

“Released Parties” means Defendant and its present and former parent companies, partners, subsidiaries, divisions, shareholders, officers, directors, employees, agents, attorneys, insurers, affiliated companies, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., an amount of up to \$160,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-two thousand (\$22,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of seven thousand five hundred dollars (\$7,500.00) (“Enhancement Payments”) each, in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Administration Costs to the Administrator

Payment to the Administrator is estimated not to exceed ten thousand dollars (\$10,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections and workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or Aggrieved Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion") to the Administrator.

A Request for Exclusion must: (a) state the case name and number of the Action (*Nakita Clark, et al. v. Wittman Enterprises, LLC*, Case No. 34-2019-00251989-CU-OE-GDS), (b) be signed by you, (c) state your full name, address, telephone number, and the last four digits of your Social Security Number, (d) state that you do not wish to be included in the Class Settlement, and (e) be postmarked on or before May 15, 2023, at the following mailing address:

Nakita Clark v. Wittman Enterprises, LLC.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed a Participating Class Members and will be bound by all terms of the Class Settlement, including, and not limited to those pertaining to the release of Released Class Claims described in Section III.D above, as well as the Final Approval Order and Judgement that may be entered by the Court the Court grants final approval of the Settlement. However, consistent with applicable law, Aggrieved Employees may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Objection") to the Administrator by mail, on or before May 15, 2023 or by presenting your objection orally at the Final Approval Hearing.

An Objection must: (a) state the case name and number of the Action (*Nakita Clark, et al. v. Wittman Enterprises, LLC*, Case No. 34-2019-00251989-CU-OE-GDS); (b) state your full name, address, telephone number, and the last four digits of your Social Security number, (c) state all grounds for the objection accompanied by any legal or factual support for such objection, (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; (f) be signed by you; and (g) be postmarked on or before May 15, 2023, at the following mailing address:

Nakita Clark v. Wittman Enterprises, LLC.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 25 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814, on **June 2, 2023 at 9:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Administration Costs to the Administrator.

The hearing may be continued without further notice to Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office, located at the Sacramento County Superior Court at 720 9th Street, Sacramento, California 95814 during business hours, or online by visiting the following website: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>.

Please note, due to the COVID-19 pandemic, there may be restrictions on access to the court facilities. You can find the Court's most current COVID-19 guidelines online at: <https://saccourt.ca.gov/general/coronavirus.aspx>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 369-3780, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	12464	Prepared By:	Michael Sutherland
Estimate Date:	12/19/2021	Direct Dial #	321.223.5067
		Email:	msutherladn@simpluris.com

Plaintiff Attorney
Attorney/Client: **Yasmin Hosseini**
Firm: Justice Law
<yasmin@calljustice.com>

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: NC-Wittman Enterprises, LLC-1989: Settlement

Anticipated Total Cost	\$8,348
Capped Fee*	\$8,000

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	400	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	E/S	Fund Distribution:	Simpluris
Reminder Postcard:	N	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Federal Tax Return	One Year

Case Setup

Website - Post Order and Settlement Agreement			
Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup, Posting online	\$125.00	6	\$750.00
Translation	\$0.25	2500	\$625.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,215.00

Notification

Notice Packet: 12 pg Notice - Double Sided - English			
Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	400	\$400.00
Postage	\$0.58	400	\$232.00
NCOA/CASS/LACS	\$0.05	400	\$20.00
Undeliverable Processing	\$0.25	40	\$10.00
Skip Trace RUM	\$1.00	40	\$40.00
Remail Notice Packet	\$1.00	34	\$34.00
Remail Postage	\$0.58	34	\$19.72
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$805.72

Call Center

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps / Call Center Support	\$75.00	3	\$225.00
800 # Charges	\$0.10	180	\$18.00
Total			\$243.00



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Administration

Process Mail, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	2	\$250.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	4	\$10.00
Opt-Out Processing	\$2.50	4	\$10.00
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$520.00

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$2.50	400	\$1,000.00
Postage	\$0.58	400	\$232.00
Process Returned Checks	\$0.50	4	\$2.00
Skip Trace Search Undeliverable Checks	\$5.00	4	\$20.00
Remail Checks	\$4.00	4	\$16.00
Postage	\$0.58	4	\$2.32
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$300.00	1	\$300.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee(2020)	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$3.00	6	\$18.00
Postage	\$0.58	6	\$3.48
Escheat management	\$200.00	1	\$200.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$4,263.80



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Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage \$483.72

Total Case Costs

\$8,347.52