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

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

Plaintiffs,

vs.

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

Defendant.

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

Honorable Jill H. Talley
Department 25

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 15, 2022
Time: 1:30 p.m.
Department: 25

Complaint Filed: March 6, 2019
FAC Filed: March 29, 2019
SAC Filed: July 18, 2019
TAC Filed: February 4, 2022
Trial Date: None Set

1 This matter has come before the Honorable Jill H. Talley in Department 25 of the Superior
2 Court of the State of California, for the County of Sacramento, on November 15, 2022 at 1:30 p.m.
3 for Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice,
4 PC appear as counsel for Plaintiffs Nakita Clark and Dawn Stephenson (“Plaintiffs”), individually
5 and on behalf of all others similarly situated and other aggrieved employees. Castle Law: California
6 Employment Counsel, PC appear as counsel for Defendant Wittman Enterprises, LLC
7 (“Defendant”).

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class Action and PAGA
13 Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as
14 “EXHIBIT 1” to the Declaration of Yasmin Hosseini in Support of Plaintiffs’ Motion for
15 Preliminary Approval of Class Action Settlement. This is based on the Court’s determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payments, PAGA Payment, Administration Costs, and
3 payments to the Participating Class Members provided thereby, appear to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class Members are
7 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel are qualified to act as counsel for Plaintiffs in their individual capacity and as the
18 representatives of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees who worked for
22 Defendant within the State of California at any time during the period from March
23 6, 2015, to the date of this Order.

24 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh,
25 and Yasmin Hosseini of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiffs Nakita Clark and Dawn Stephenson as
27 the representatives of the Class ("Class Representatives").

28 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
administration of the Settlement ("Administrator").

1 10. Within twenty-one (21) calendar days following entry of this Order, Defendant will
2 produce the Class List and Data to the Administrator formatted in a readable Microsoft Office Excel
3 spreadsheet and will include each Class Member's full name, last known mailing address, Social
4 Security Number, start and end dates worked for Defendant as an hourly-paid or non-exempt
5 employee who worked for Defendant within the State of California at any time during the Class
6 Period, and such information as is necessary for the Administrator to calculate Qualifying
7 Workweeks (collectively referred to as the "Class List and Data") in conformity with the Settlement
8 Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement ("Class Notice") attached hereto as "**EXHIBIT A.**" The Class Notice shall be provided
11 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
12 Class Notice appears to fully and accurately inform the Class Members of all material elements of
13 the Settlement, of Class Members' right to be excluded from the Settlement by submitting an opt
14 out request, of Class Members' right to dispute the Qualifying Workweeks credited to each of them,
15 and of each Participating Class Member's right and opportunity to object to the Settlement by
16 submitting an objection to the Administrator and/or by presenting their objection orally at the Final
17 Approval Hearing. The Court further finds that distribution of the Class Notice substantially in the
18 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
19 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
20 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
21 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen
22 (14) calendar days following receipt of the Class List and Data, pursuant to the terms set forth in the
23 Settlement Agreement.

24 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
25 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
26 to be excluded from the Settlement by submitting a written Request for Exclusion in conformity
27 with the requirements set forth in the Class Notice, to the Administrator, postmarked no later than
28 the date which is sixty (60) calendar days from the date of the initial mailing of the Class Notice

1 (“Response Deadline”). Any such person who timely and validly chooses to opt out of, and be
2 excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not
3 be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members
4 who have not submitted a timely and valid request to be excluded from the Settlement (i.e.,
5 Participating Class Member) shall be bound by the Settlement Agreement and any final judgment
6 based thereon.

7 13. A Final Approval Hearing shall be held before this Court on
8 _____ at _____ a.m./p.m. in
9 Department 25 of the Sacramento County Superior Court, located at Gordon D. Schaber Sacramento
10 County Courthouse, 720 9th Street Sacramento, CA 95814, to determine all necessary matters
11 concerning the Settlement, including: whether the proposed settlement of the action on the terms
12 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
13 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
14 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
15 reasonable to the Class Members; and determine whether to finally approve the requests for the
16 Attorneys’ Fees and Costs, Enhancement Payments, and Administration Costs.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for
18 Attorneys’ Fees and Costs, Enhancement Payments, and Administration Costs, along with the
19 appropriate declarations and supporting evidence, including the Administrator’s declaration, by
20 _____, to be heard at the Final
21 Approval Hearing.

22 15. To object to the Settlement, a Class Member may submit his or her Objection in
23 writing to the Administrator on or before the Response Deadline or directly present his or her
24 objection orally to the Court at the Final Approval Hearing, regardless of whether they submit a
25 written objection. The Objection must be signed and must contain the information that is required,
26 as set forth in the Class Notice, including and not limited to the grounds for the objection.

27 16. The Settlement is not a concession or admission, and shall not be used against
28 Defendant as an admission or indication with respect to any claim of any fault or omission by

Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Jill H. Talley
Judge of the Superior Court

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 settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

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 [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"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.

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 Stipulation of Class Action and PAGA Settlement and Release

(“Settlement,” “Agreement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“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 Aiwazian, Esq.
Arby Aiwazian, 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 Settlement (in which case you will not receive an Individual Settlement Share), object to the 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 Settlement Administrator. Note: a total of fifty thousand (\$50,000) 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 all Participating Class Members as part of the Net Settlement Amount.

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”) Qualifying Workweeks will initially be calculated by Defendant by dividing the total number of hours worked by class members by forty (40).

The Settlement 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 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.

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”).

If the Court grants final approval of the Settlement, Individual Settlement Shares be mailed to Participating Class Members the address that is on file with the Settlement 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 Settlement 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 [REDACTED] Qualifying Workweeks during the Class Period, i.e. from March 6, 2015 through 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 Settlement 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 Settlement Administrator at the specified address (Section IV. B), postmarked **on or before the [Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share 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 \$ [REDACTED]. 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.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Share 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 Class Released Claims he or she may have or had.

“Released Claims” means any and all claims asserted or that could have been asserted based on facts alleged in the Operative Complaint and the LWDA Letters, arising during the time period March 6, 2015 to the date of Final Approval, 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 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 Settlement Administrator

Payment to the Settlement 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 and Individual Settlement 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 Settlement

If you want to participate in the Settlement and receive money from the 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 Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the 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 Claims described in Section III.D above.

As a Class Member 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 Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion") to the Settlement 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 Settlement, and (e) be postmarked **on or before the [Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

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 Settlement, will not be bound by the Settlement (and the release of Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the 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 Settlement, including, and not limited to those pertaining to the release of Released 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.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator by mail, **on or before the [Response Deadline]** 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 the [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

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 **[date]**, at **[time]**, 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 Settlement Administrator.

The hearing may be continued without further notice to Class Members. 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 SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**