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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DARIUS YOUNG, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

M. ARTHUR GENSLER JR. &
ASSOCIATES, INC., a California
corporation, and DOES 1 through 10,
inclusive,
Defendants.

Case No.: 22STCV07284

**DECLARATION OF WILLIAM
ARGUETA WITH RESPECT TO
SETTLEMENT ADMINISTRATION
AND CLASS NOTICE**

Date: October 5, 2023

Time: 10:00 a.m.

Judge: Hon. Lawrence Riff

1 I, WILLIAM ARGUETA, DECLARE AS FOLLOWS:

2 1. I am employed by CPT Group, Inc., the court appointed class action claims
3 administrator, as Case Manager for *Young v. M. Arthur Gensler Jr & Associates, Inc.* and have
4 personal knowledge of the facts set forth in this Declaration, and if called as a witness, could and
5 would testify competently thereto.

6 2. CPT Group, Inc. ("Settlement Administrator") has extensive experience in providing
7 notice of class actions and administering class action settlements. In the past 30 years, we have
8 provided notification and/or claims administration services in hundreds of class action cases.

9 CPT was selected by the parties to provide notice of the settlement and claim processing services
10 in this action. In this capacity, CPT was charged with a) printing and mailing to Settlement Class
11 Members the *Notice of Proposed Class Action Settlement and Hearing Date for Final Court*
12 *Approval*, hereinafter collectively referred to as "*Notice*"; b) processing undeliverable mail and
13 locating updated addresses for Settlement Class Members; c) establishing a toll-free number at 1-
14 888-342-1198 to assist and address any questions from members of the settlement class; d)
15 receiving and reporting any Request for Exclusion and Objections submitted by Class Members;
16 e) administering disputes by Class Members; f) providing weekly reports to the parties; g)
17 establishing and administering a qualified settlement fund to disburse all settlement payments; h)
18 calculating Individual Settlement Payments for each Participating Class Member and calculating
19 Individual PAGA Payments for each PAGA Group Member; i) issuing and distributing Class
20 Counsel's fees and costs, Plaintiff's enhancement award, the LWDA payment and Individual
21 Settlement Payments to the Class Members and Individual PAGA Payments to the PAGA Group
22 Members; j) calculating and remitting all amounts due to the appropriate federal, state, and local
23 tax authorities; k) receiving and reviewing other communications about the Settlement; l) filing
24 any required reports with the Court; m) establishing and maintaining a case specific email
25 (MArthurGensler@cptgroup.com); and n) establishing and maintaining a case specific static
26 website (<https://www.cptgroupcaseinfo.com/MArthurGensler>).

1 3. CPT received the Court-approved text for the Notice from Class Counsel on June 16,
2 2023.

3 4. CPT prepared a draft of the mailing to the Settlement Class Members. The mailing
4 consisted of an 8-page Notice of Proposed Class Action Settlement and Hearing Date for Final
5 Court Approval. Attached hereto as **Exhibit A** is a true and correct copy of the Notice that was
6 mailed to Settlement Class Members. CPT received approval from the Parties and a sufficient
7 number of each were printed according to the anticipated class size.

8 5. On June 20, 2023, CPT received data files from Defense Counsel containing the full
9 name, last known address, and full social security number of all Settlement Class Members. The
10 data file also contained the class workweeks, and PAGA pay periods worked by each Settlement
11 Class Member. The final class list contained 532 Settlement Class Members and 288 PAGA Class
12 Members. Based on the data files from Defense Counsel, I determined that the escalator clause at
13 Section 8 of the Settlement Agreement was triggered, resulting in a revised Total Maximum
14 Settlement Amount of \$472,696.53.

15 6. On July 6, 2023, CPT conducted a National Change of Address (NCOA) search in an
16 attempt to update the class list of addresses as accurately as possible, for all Settlement Class
17 Members. A search of this database provided updated addresses for any individual who had moved
18 in the previous four years and notified the U.S. Postal Service of their change of address.

19 7. On July 10, 2023, the Notices were mailed by U.S. first class mail to 532 Settlement
20 Class Members. The deadline to submit disputes, requests for exclusion or objection was
21 September 8, 2023.

22 8. As of the date of this declaration, 30 Notice Packets have been returned to our office
23 by the U.S. Postal Service and (1) one has been forwarded directly by the U.S. Postal Service to a
24 forwarding address. CPT performed a skip trace on all returned mail that was returned with no
25 forwarding address in an attempt to locate a better address using Accurant, one of the most
26 comprehensive databases available. Accurant utilizes hundreds of different databases supplied by
27 credit reporting agencies, public records and a variety of other national databases.

1 9. As a result of a forwarding address and skip trace efforts, a total of (23) Notice Packets
2 were re-mailed to Class Members. As of the date of this declaration, (7) seven Notice Packet
3 remain undeliverable.

4 10. As of the date of this declaration, CPT received (2) two Requests for Exclusion, both
5 of which were flagged as deficient for not including the approximate dates of employment and/or
6 social security number. CPT mailed cure letters to both individuals and instructed them to contact
7 CPT as soon as possible regarding their deficient submissions. As of the date of this declaration,
8 one individual named Virginia McDonald has contacted CPT to cure her deficiency and one
9 submission remains deficient, therefore, the submission that remains deficient will be disregarded
10 and that individual will remain as a Participating Class Member. As of the date of this declaration,
11 CPT has received no Objections to the Settlement or any portion thereof. As of the date of this
12 declaration, CPT has not received any disputes from Settlement Class Members. CPT now reports
13 a total of 531 Participating Settlement Class Members are part of this Settlement, which represents
14 a 99% participation rate.

15 11. Pursuant to the terms of the Settlement Agreement, Participating Class Members will
16 receive a portion of the Net Settlement Sum based on the number of Workweeks they were
17 employed during the Class Period. PAGA Group Members will receive a portion of the PAGA
18 Payment based on the number of Pay Periods worked during the PAGA Period. As of the date of
19 this declaration, the estimated Net Settlement Sum available to the Class Members is as follows:

Total Maximum Settlement Amount (Escalator Clause triggered)	\$472,696.53
Less Class Counsel's Fees (Requested)	\$157,565.51
Less Class Counsel's Litigation Costs/Expenses	\$15,000.00
Less Class Representative's Payment (Requested)	\$5,000.00
Less PAGA Payment to the LWDA	\$45,000.00
Less Settlement Administration Costs	\$10,500.00
Remaining Net Settlement Sum	\$239,631.02

12. From the Net Settlement Proceeds, \$15,000.00 will be allocated to all PAGA Group Members to reflect the PAGA Payment.

13. The estimated average Individual Settlement Payment to each Participating Class Member is \$423.03. The highest estimated Individual Settlement Payment is \$1,549.69. The lowest estimated Individual Settlement Payment is \$5.74.

14. The estimated average PAGA payment to each PAGA employee is \$52.08. The highest estimated PAGA payment is \$97.75. The lowest estimated PAGA payment is \$1.63.

15. CPT will charge a total of \$10,500.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed this 12th day of September 2023, at Irvine, California.


William Argueta

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE
FOR FINAL COURT APPROVAL**

The Superior Court for the State of California authorized this Notice. Read it carefully. It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against *M. Arthur Gensler Jr. & Associates, Inc.* (“Gensler” or “Defendant”) for alleged wage and hour violations. The Action was filed by a former Gensler employee Darius Young (“Plaintiff”) and seeks payment for alleged wage and hour violations on behalf of all current and former non-exempt hourly-paid employees who worked for Gensler in California at any time from April 5, 2018 to June 5, 2023 (the “Class Period”) and did not previously sign a general release of claims (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt hourly-paid employees who worked for Gensler in California from March 2, 2021 to June 5, 2023 (the “PAGA Period”) and did not previously sign a general release of claims (“PAGA Group Members”).

Gensler denies that it engaged in any of the alleged wage and hour violations and contends that it complied with all applicable laws with respect to its employees. By agreeing to settle, Gensler does not admit any violations or concede the merits of any claims.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Payment requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s business records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be «EstSettAmnt» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_EstAmnt»** (it will be 0 if you are not a PAGA Group Member according to Defendant’s business records). The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s business records showing that **you worked «Class_WorkWks» Workweeks during the Class Period and you worked «PAGA_PayPeriods» PAGA Pay Periods** during the PAGA Period, exclusive of leaves of absence. If you believe that you worked more workweeks during the Class Period, or you worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to sue Defendant for the claims released in the Action.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment, but you will keep your rights to file a separate claim. Note, if you are PAGA Group Member, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to sue the Defendant for the claims released in the Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>September 8, 2023</u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u>September 8, 2023</u>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on October 5, 2023 (note, the date and time may change without notice to you). You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u>September 8, 2023</u>	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively (exclusive of leaves of absence.) The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's business records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>September 8, 2023</u> . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Gensler employee. Plaintiff alleges that Defendant failed to pay minimum, straight time, and overtime wages, failed to provide meal periods, failed to authorize and permit rest periods, failed to timely pay final wages at termination, failed to provide accurate itemized wage statements, failed to indemnify employees for expenditures, and engaged in unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Wilshire Law Firm ("Class Counsel.")

Gensler strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, David Phillips, Esq. of Signature Resolution, in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Gensler does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$472,696.53 as the Total Maximum Settlement Amount (Maximum Settlement). Defendant has agreed to deposit the Maximum Settlement into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Maximum Settlement to pay the Individual Settlement Payments, the Individual PAGA Payments, the Named Plaintiff Award, the Attorneys’ Fees and Costs Payment, the Administrator Payment, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Maximum Settlement not more than 30 days after the Effective Date. The Effective Date is the date of notice of entry of the Court’s Order Granting Final Approval of the Settlement, or a later date if Participating Class Members object to the proposed Settlement or there is an appeal.
2. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$157,565.51 (one-third of the Maximum Settlement) to Class Counsel for attorneys’ fees and up to \$15,000.00 for their actual litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Named Plaintiff Award for filing the Action, working with Class Counsel and representing the Class. A Named Plaintiff Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Settlement Payment and any Individual PAGA Payment.
 - C. Up to \$10,500.00 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$60,000.00 for PAGA Payment, allocated 75% to the LWDA as civil penalties under PAGA and 25% in Individual PAGA Payments to the PAGA Group Members based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all timely objections.

3. Net Settlement Sum Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Maximum

Settlement (the “Net Settlement Sum”) by making Individual Settlement Payments to Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 50% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and the remaining 50% to expenses, penalties, and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than **September 8, 2023**, that you wish to opt-out. To opt-out, you must submit a written Request for Exclusion to the Settlement Administrator by the **September 8, 2023** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive an Individual Settlement Payment, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will Be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Settlement Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Maximum Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot

sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties for wage and hour claims based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, rights, liabilities, and causes of action, whether known or unknown, that were or could have been asserted (whether in tort, contract, or otherwise) for violation of federal, state or local law arising out of or reasonably relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including that Defendant failed to pay all wages due (including minimum, straight, and overtime wages), failed to provide legally-compliant meal and rest breaks, failed to pay premium pay for meal and rest break violations, failed to provide timely pay including final pay, failed to provide accurate itemized wage statements, failed to reimburse for business expenses, engaged in unfair business practices, and for penalties under the Private Attorneys General Act at any time during the Class Period.

Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. PAGA Group Members' PAGA Release. After the Court's judgment is final, and Defendant has paid the Maximum Settlement (and separately paid the employer-side payroll taxes), all PAGA Group Members will be barred from asserting PAGA claims against Defendant and the Released Parties, whether or not they exclude themselves from the Settlement. This means that all PAGA Group Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Group Members' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are PAGA Group Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising out of or reasonably relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including that Defendant failed to pay all wages due (including minimum, straight, and overtime wages), failed to provide legally-compliant meal and rest breaks, failed to pay premium pay for meal and rest break violations, failed to provide timely pay including final pay, failed to provide accurate itemized wage statements, and failed to reimburse for business expenses.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Sum by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. **Individual PAGA Payments.** The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all PAGA Group Members and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Group Member.
3. **Workweek/PAGA Pay Period Challenges.** The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's business records, are stated in the first page of this Notice. You have until **September 8, 2023** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's business records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Group Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. **Non-Participating Class Members.** The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Group Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Darius Young v. M. Arthur Gensler Jr. & Associates, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. Your letter to the **Settlement Administrator must be postmarked no later than September 8, 2023, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the October 5, 2023 Final Approval Hearing, Class Counsel will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Costs Payment and Named Plaintiff Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Named Plaintiff Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these

documents at no cost to you. You can also view them on the Settlement Administrator's Website <https://www.cptgroupcaseinfo.com/MArthurGensler> or the Court's website <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Costs Payment and Named Plaintiff Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. To be valid, your written objection and all supporting papers must be postmarked on or before **September 8, 2023**. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Darius Young v. M. Arthur Gensler Jr. & Associates, Inc. and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on October 5, 2023 at 10:00 AM in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LA Court Connect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.cptgroupcaseinfo.com/MArthurGensler> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT Group, Inc.'s website at <https://www.cptgroupcaseinfo.com/MArthurGensler>. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV07284. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Justin F. Marquez, Esq.

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WILSHIRE LAW FIRM

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Los Angeles, California 90010

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

Settlement Administrator:

CPT Group, Inc.

Email Address: MArthurGensler@cptgroup.com

Mailing Address: 50 Corporate Park, Irvine, CA 92606

Telephone: 1-888-342-1198

Fax Number: 949-419-3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

PROOF OF SERVICE

Darius Young v. M. Arthur Gensler Jr. & Associates
22STCV07284

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **September 12, 2023**, I served the foregoing **DECLARATION OF WILLIAM ARGUETA WITH RESPECT TO SETTLEMENT ADMINISTRATION AND CLASS NOTICE**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Julia C. Riechert
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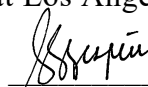
Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

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

Executed on September 12, 2023, at Los Angeles, California.



Sandy S. Sespene