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5 Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly
6 situated

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

10 KENNETH PEFFER and REGINA
11 VILLEGAS, individually, on a representative
basis, and on behalf of all others similarly
12 situated;

13 Plaintiff,

14 vs.

14 DILLARD-LEWIS, INC., a North Carolina
Corporation; and DOES 1 through 20,
15 inclusive;

16 Defendants.

Case No.: CIVSB2223428

*[Assigned to Hon. Christian Towns, Dept
S26, for all purposes]*

**DECLARATION OF KEVIN LEE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Kenneth Peffer, Regina Villegas v. Dillard-Lewis, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On February 20, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and Work Weeks for each Class Member (“Class Data”) during the Class Period. The final mailing list contained one hundred thirty-seven (137) individuals identified as Class Members.

1 4. On February 27, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class data of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On February 27, 2025, Phoenix mailed the Notice via U.S. first class mail, in
6 English, to all one hundred thirty-seven (137) Class Members on the Class Data. A true and correct
7 copy of the mailed Class Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, zero (0) Class Notices have been returned to
9 Phoenix. None were returned with a forwarding address.

10 7. As of the date of this declaration, zero (0) Class Notices remain undeliverable

11 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
12 from Class Members. The deadline to request exclusion from the Class Settlement was March 31,
13 2025.

14 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
15 from Class Members. The deadline for objecting to the Class Notice was March 31, 2025.

16 10. As of the date of this declaration, Phoenix has received zero (0) Work Week disputes
17 from Class Members. The deadline for submitting a dispute was March 31, 2025.

18 11. There are one hundred thirty-six (136) Class Members who did not submit timely
19 and valid Requests for Exclusion and are therefore deemed Participating Class Members,
20 representing 100% of the Class. Participating Class Members have worked a collective total of
21 eleven thousand six hundred twenty-four (11,624) Work Weeks during the Class Period. Each Work
22 Week is valued at approximately \$24.76.

23 12. The Escalator Clause indicates that, if the total number of Work Weeks exceeds
24 12,098, then the Settlement Amount will increase by \$45.46 for each Work Week over 12,098.
25 Because the total Work Weeks did not exceed this cap, the Settlement Amount did not increase.

26 13. The Net Settlement Amount of \$287,846.04 available to pay Participating Class
27 Members was determined by subtracting the requested Attorney Fees (\$183,333.33), and Costs
28 (\$12,820.63), requested Service Payments to Plaintiffs Pepper and Villegas for \$10,000.00 each

1 (totaling \$20,000.00), PAGA Penalties and LWDA Payment (\$40,000.00), and the requested
2 Administration Costs (\$6,000.00) from the Settlement Amount (\$550,000.00).

3 14. Based upon the calculations stipulated in the Settlement, the highest Individual Class
4 Payment to be paid is approximately \$7,287.24, the lowest Individual Class Payment to be paid is
5 approximately \$14.15, while the average Individual Class Payment to be paid is approximately
6 \$2,116.52. Participating Class Members will be issued payment of their Individual Class Payment
7 subject to reduction for the employee's share of taxes and withholdings with respect to the wages
8 portion of the Individual Class Payment.

9 15. Additionally, \$40,000.00 of the Settlement Amount has been allocated toward
10 penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or
11 \$30,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
12 or \$10,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
13 are or were employed by Defendant during the PAGA Period. There are seventy-eight (78)
14 Aggrieved Employees who worked a total of five thousand three hundred ninety-one (5,391) Work
15 Weeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
16 \$255.47, and the average Individual PAGA Payment to be paid is approximately \$128.21.

17 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
18 due separately and apart from the Settlement Amount.

19 17. Phoenix's costs associated with the administration of this matter are \$6,000.00. This
20 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
21 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

22
23 I declare under penalty of perjury of the laws of the State of California that the foregoing is
24 true and correct.

25 Executed on May 12, 2025, at Orange, California.

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27
28


KEVIN LEE

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Peffer v. Dillard-Lewis, Inc.

(San Bernardino County Superior Court, Case No. CIVSB2223428)

***The San Bernardino County Superior Court 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 action lawsuit (“Action”) against Defendant Dillard-Lewis, Inc. (“Defendant”) for alleged violations of the California Labor Code.

The Action was filed by Kenneth Peffer and Regina Villegas (“Plaintiffs” or “Class Representatives”) and seeks payment of (1) unpaid wages, meal and rest break premiums, expense reimbursement, certain other related claims, statutory damages and penalties, interest and attorneys’ fees on behalf of a class of nonexempt employees employed by Defendant Dillard-Lewis, Inc. in California (“Class Members”) during the Class Period (October 13, 2018, through June 3, 2024); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all nonexempt employees employed by Defendant Dillard-Lewis, Inc. in California during the PAGA Period (October 13, 2021, to June 3, 2024) (“Aggrieved Employees”). (Plaintiffs and Defendant shall be collectively referred to as the “Parties.”)

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to provide funds that will be used to pay Individual PAGA Payments to Aggrieved Employees and a lump sum to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

«First_Name» «Last_Name»

«PSA_ID»

Two Parts	Weeks Worked During: Class Period (Class Member) and PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	«Total_Weeks» (During Class Period)	«ESA_Before_Paga» (Individual Class Payment)
Aggrieved Employee	«PAGA_Work_Weeks» (During PAGA Period)	«PAGA_Amount» (Individual PAGA Payment)

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) If you believe that you worked more weeks during the periods discussed above, you can submit a challenge by **March 31, 2025 (“Response Deadline”)**. 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 do 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 Plaintiffs and Plaintiffs’ 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 Aggrieved Employees 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 a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by March 31, 2025 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.

OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by March 31, 2025 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to submit a Dispute Form). Defendant's records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED

DATE: June 10, 2025 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. 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. See Section 8 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Dillard-Lewis, Inc. The Action accuses Defendant of violating California labor laws by failing to pay all wages, including straight, minimum, overtime and doubletime wages, failing to provide meal and rest breaks, failing to reimburse business expenses, failing to timely pay wages each period and upon separation of employment, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted an unfair competition claim and a claim for civil penalties under PAGA.

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

All Parties are represented by attorneys in the Action.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end 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"), Plaintiffs 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, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs 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 strengths and weaknesses of the claims and the risks and uncertainties to both sides of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. 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 \$550,000 as the "Settlement Amount." Defendant has agreed to pay a total Settlement Amount of \$550,000 and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and a lump sum classified as penalties pursuant to PAGA to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount in one payment to the Class Members approximately 15 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount (\$183,333.33) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000 to each of the Class Representatives as a Service Payment for litigating the Action, working with Class Counsel and representing the Class. The Class Representative's Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. \$6,000 to the Settlement Administrator for services administering the Settlement.

Questions? Please call the Settlement Administrator Toll Free at: (800) 523-5773

D. Up to \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and the remaining 80% to all non-wage claims (for example, expense reimbursement), 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 they owe on the Wage Portion. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs 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. Assuming no objections or appeals are filed, your Individual Settlement Payment will be mailed approximately 45 days after the Court grants Final Approval. Participating Class Members and Aggrieved Employees will have 180 days to cash their settlement check. If a check is not cashed within the 180-day period, the check will be voided, and a stop-payment will be issued. The Administrator shall issue all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member or Aggrieved Employee, so that the Participating Class Member or Aggrieved Employee can attempt to collect the funds at a later date.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The 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 Settlement Amount 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 related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are 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 representatives, agents, heirs, and assigns, release the Released Parties from the claims stated in the operative complaint and those claims that reasonably could have been brought based upon the facts in the operative complaint and in the relevant LWDA notice letters, including but not limited to: (a) failure to pay straight or minimum wages, (b) failure to pay overtime or doubletime wages, (c) failure to provide meal periods or premium payments in lieu thereof, (d) failure to provide rest breaks or premium payments in lieu thereof, (e) failure to reimburse business expenses, (f) failure to timely pay all wages due and owing each pay period and upon separation of employment, including but not limited to straight, minimum, regular, doubletime and overtime wages, wage premiums, vacation wages, among others, (g) failure to provide accurate itemized wage statements, (h) unfair and unlawful competition, and (i) all other claims for statutory penalties based on the facts or claims alleged in the Complaint and those claims that reasonably could have been brought upon the facts of the Complaint. The Released Class Claims include claims pursuant to California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; the applicable IWC Wage Order; Cal. Code of Regs., tit. 8, section 11090; Business and Professions Code section 17200, et seq.; and Code of Civil Procedure section 1021.5. The time period governing the Released Class Claims shall be the Class Period.

As used herein, “Released Parties” means Defendant and its parents, subsidiaries, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing.

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiffs on behalf of themselves, the State of California and the LWDA shall release the Released Parties of all PAGA claims that Plaintiffs alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the operative Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (a) failure to pay straight or minimum wages, (b) failure to pay for overtime or doubletime wages, (c) failure to provide meal periods or premium payments in lieu thereof, (d) failure to provide rest breaks or premium payments in lieu thereof, (e) failure to reimburse business expenses, (f) failure to timely pay all wages due and owing each pay period and upon separation of employment, including but not limited to straight, minimum, regular, doubletime and overtime wages, wage premiums, vacation wages, among others, (g) failure to provide accurate itemized wage statements, (h) failure to maintain employment records, and (i) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the Complaint and those claims that reasonably could have been brought upon the facts of the Complaint. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked for all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked credited to each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the tables on page 2 of this Notice. You have until **March 31, 2025**, (“Response Deadline”) to dispute the number of Workweeks credited to you by submitting evidence to the Administrator. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of weeks worked based on Defendant’s 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 Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel and Defendant’s Counsel. The 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 and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who doesn’t opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the 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?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline.

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a “Request for Exclusion” letter/card postmarked no later than **March 31, 2025**, with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE *PEFFER V. DILLARD-LEWIS, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT.”

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

Questions? Please call the Settlement Administrator Toll Free at: (800) 523-5773

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Peffer v. Dillard-Lewis, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number or your date of birth for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by March 31, 2025, (the “Response Deadline”), or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is March 31, 2025, (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and the objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number (*Peffer v. Dillard-Lewis, Inc.*, Case No. CIVSB2223428), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked on or before March 31, 2025.**

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

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. WHEN IS THE FINAL APPROVAL HEARING?

On **June 10, 2025, at 8:30 a.m.**, the Court will hold a public hearing in Department S26 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs’ request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

Settlement Administrator	Class Counsel
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773	Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Kristina Carlson, Esq. <i>kristina@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on October 15, 2024, and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Questions? Please call the Settlement Administrator Toll Free at: (800) 523-5773

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the 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 Administrator if you move or otherwise change your mailing address.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	137
Opt Out Rate	0%
Opt Outs Received	1
Total Class Claimants	136
Subtotal Admin Only	\$6,461.25

TOTAL COSTS	\$6,000.00
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Fixed Fee

May 12, 2025

Case: Pepper v. Dillard-Lewis, Inc.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	14	\$27.40
NCOA (USPS)	\$0.15	137	\$20.55
Total			\$787.95

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	137	\$20.55
Notice Packet & Opt-Out Form	\$1.50	137	\$205.50
Postage (up to 1 oz.)	\$0.87	137	\$119.19
Total			\$660.24

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	1	\$55.00
Skip Tracing Undeliverables	\$1.00	0	\$0.00
Remail Notice Packets	\$1.50	0	\$0.00
Postage	\$0.60	0	\$0.00
Programing Undeliverables	\$50.00	0	\$0.00
Total			\$55.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	2	\$400.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,120.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$95.00	1	\$95.00
QSF Fees, Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$1.50	136	\$204.00
Estimated Postage Checks, W2 and 1099	\$0.71	136	\$96.56
Total			\$1,245.56

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	10	\$15.00
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	1	\$115.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	45	\$67.50
Uncashed Check QSF Tax Filing	\$150.00	2	\$300.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,592.50

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

Total: \$6,461.25