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7 Attorneys for Plaintiff ANJOLIE TATE
8 on behalf of the State of California,
9 and others similarly situated and aggrieved

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ALAMEDA**

13 ANJOLIE TATE on behalf of the State of
California, and others similarly situated and
14 aggrieved,

15 Plaintiff,

16 v.

17
18 CASPER SLEEP, INC., a Delaware
Corporation; and DOES 1-100, inclusive,

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20 Defendants.
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Case No.: 23CV031523

**DECLARATION OF YAM BURNS ON
BEHALF OF THE SETTLEMENT
ADMINISTRATOR REGARDING NOTICE
AND SETTLEMENT ADMINISTRATION**

Date: June 2, 2025

Time: 3:00 p.m.

Dept.: 20

DECLARATION OF YAMI BURNS

I, Yami Burns, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Tate v. Casper Sleep, 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.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from (February 10, 2022, to the earlier of January 14, 2024 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from February 10, 2022, to the earlier of January 14, 2024 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Service Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On January 6, 2025, Phoenix received data files from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and pay periods for each Class Member (“Class List”) during the Class Period. The final mailing list contained one hundred forty-one (141) individuals identified as Class Members.

1 4. On January 7, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list 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 January 16, 2025, Phoenix mailed the Notice via U.S. first class mail, to all one
6 hundred forty-one (141) Class Members on the Class List. A true and correct copy of the mailed
7 Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, seven (7) Class Notices have been returned to
9 Phoenix. Zero were returned with a forwarding address. For the seven (7) Class Notices returned
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
11 address using TransUnion TLOxp, one of the most comprehensive address databases available for
12 skip tracing. Of the seven (7) Class Notices that were skip traced, six (6) updated addresses were
13 obtained and the Notice was promptly re-mailed to those Settlement Class members via first class
14 mail.

15 7. As of the date of this declaration, one (1) Class Notice remains undeliverable.

16 8. Phoenix has received zero (0) Request for Exclusion from Class Members. The
17 deadline to request exclusion from the Class Settlement was March 17, 2025.

18 9. Phoenix has received zero (0) Notices of Objection from Class Members. The
19 deadline for objecting to the Class Settlement was March 17, 2025.

20 10. Phoenix has received zero (0) Workweek dispute from Class Members. The deadline
21 for submitting a dispute was March 17, 2025.

22 11. There are one hundred forty-one (141) Class Members who did not submit timely
23 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
24 100% of the Class. Settlement Class Members have worked a collective total of five thousand two
25 hundred ninety-seven (5,297) workweeks during the Class Period. Each workweek is valued at
26 approximately \$23.82.

27 12. The Net Settlement Amount of \$127,827.06 available to pay Settlement Class
28 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$98,333.33),

1 and Class Counsel costs (\$11,339.61), requested Service Payment to Plaintiff (\$10,000.00), the
2 PAGA Amount (\$40,000.00), and the requested Settlement Administration Costs (\$7,500.00) from
3 the Gross Settlement Amount (\$295,000.00).

4 13. Based upon the calculations stipulated in the Settlement, the highest Individual
5 Settlement Share to be paid is approximately \$2,437.33, the lowest Individual Settlement Share to
6 be paid is approximately \$24.13, while the average Individual Settlement Share to be paid is
7 approximately \$906.57. Settlement Class Members will be issued payment of their Individual
8 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
9 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
10 Settlement Payment").

11 14. Additionally, \$40,000.00 of the Gross Settlement Amount has been allocated toward
12 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
13 \$30,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
14 or \$10,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
15 are or were employed by Defendant during the PAGA Period. There are one hundred forty-one (141)
16 Aggrieved Employees who worked a total of five thousand two hundred ninety-seven (5,297) pay
17 periods during the PAGA Period. The highest Individual PAGA Payment to be paid is
18 approximately \$190.67, and the average Individual PAGA Payment to be paid is approximately
19 \$70.92.

20 15. Phoenix's costs associated with the administration of this matter are \$7,500.00. This
21 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
22 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

26 Executed this 6th day of May 2025, at Orange, California.

27
28 
YAMI BURN

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 lawsuit against Casper Sleep, Inc. ("Casper" is used herein as a placeholder) for alleged wage and hour violations ("Action").

The Action was filed by a former Casper employee Anjolie Tate ("Plaintiff") who seeks payment of (1) back wages and other relief for a class of hourly-paid employees ("Class Members") who worked for Casper during the Class Period (February 10, 2022, to the earlier of January 14, 2024; and (2) civil penalties under the Private Attorneys General Act of 2004 ("PAGA") for a group of hourly-paid employees ("Aggrieved Employees") who worked during the PAGA Period (February 10, 2022, to the earlier of January 14, 2024).

The proposed settlement ("proposed Settlement" or "Settlement") is a global settlement of the Action, requiring Casper to fund Individual Class Payments to Participating Class Members for the class portion of the Settlement ("Class Settlement") and Individual PAGA Payments to Aggrieved Employees for the PAGA portion of the Settlement ("PAGA Settlement").

Based on the Casper's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$____ (less withholding) and your Individual PAGA Payment is estimated to be \$____ (subject to a 1099).** The actual amount(s) you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Casper's records showing that **you worked 3 workweeks during the Class Period and worked 3 pay periods during the PAGA Period.** If you believe that you worked more workweeks and/or pay periods during these periods, 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 do not act. Read this Notice carefully, as 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 proposed Settlement and how much of the proposed Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Casper to make payments under the proposed Settlement and requires Class Members to give up their rights to assert certain claims against Casper.

If you worked for Casper during the Class Period, you have two basic options under the Class Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Casper.
- (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 Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Casper. **If you are an Aggrieved Employee, you will still be subject to the PAGA Release (defined below) and will receive your Individual PAGA Payment, even if you opt out of the Class Settlement.**

Casper 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 Class Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Casper that are covered by this Settlement (Class Member's Release).
You Can Opt-out of the Class Settlement The Opt-out Deadline Is March 17, 2025.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. <u>If you are an Aggrieved Employee, you will still be subject to the PAGA Release (defined below) and will receive your Individual PAGA Payment, even if you opt out of the Class Settlement.</u>
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by March 17, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the Class 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 June 2, 2025, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on June 2, 2025, at 1:30 p.m. , 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 Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by March 17, 2025	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. Similarly, the amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the pay period. The number of workweeks and pay periods you worked according to Casper's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by March 17, 2025 . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Casper employee. The Action accuses Casper of violating California labor laws by failing to pay minimum wages, overtime wages, vested vacation and/or paid time off, and timely wages due upon termination and during employment; failing to provide meal periods, rest periods, sick time, accurate itemized wage statements, one day's rest, and suitable seating; failing to produce employment records; failing to maintain accurate and complete payroll and related employment records; failing to reimburse necessary business expenses; and conducting unlawful inquiries into criminal history and unlawful employment agreements. Plaintiff is represented by attorneys in the Action: Crosner Legal, PC ("Class Counsel.") Casper 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 Casper or Plaintiff is correct on the merits. In the meantime, Plaintiff and Casper hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreeing to 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 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Casper 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, Casper does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the proposed Settlement is a good deal for you because they believe that: (1) Casper 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. 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. **Casper Will Pay \$295,000.00 as the Gross Settlement Amount ("Gross Settlement").** Casper has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the proposed Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Casper will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$98,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$12,500.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$40,000 in PAGA Penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000) and 75% to the Labor Workforce and Development Agency (\$30,000).
 - D. Up to \$8,000.00 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections, with the exception of the PAGA Penalties amount.

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 Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members and Aggrieved Employees. Plaintiff and Casper are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to payments not attributable to wages ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Casper will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

100% of the PAGA Penalties to Aggrieved Employees will be allocated as penalties and reported on IRS Form 1099.

Although Plaintiff and Casper 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 Class Payments and/or 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(s) 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(s) are 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 Administrator in writing, not later than **March 17, 2025**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **March 17, 2025**, Response Deadline. The Request for Exclusion should be a letter from setting forth your 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 Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Casper.

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. Plaintiff and Casper have agreed that, in either case, the Settlement will be void: Casper will not pay any money and Class Members will not release any claims against Casper.

8. 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 Class Member Challenges over workweeks, 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 Casper has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Class 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 Casper or related entities for wages based on Class 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 that reasonably relate to or arise out of the factual allegations pled in the Operative Complaint in this Action, including but not limited to PAGA penalties

that were alleged, or reasonably could have been alleged, based on the Operative Complaint and the PAGA Notice; any and all claims involving any and all alleged or actual failures to timely, fully, properly, or completely pay any minimum wages, regular wages, overtime premium wages, double time wages, meal or rest period premium wages, or other wages owed; any and all alleged or actual failures to comply with meal or rest period requirements; any and all alleged or actual failures to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any and all alleged or actual failures to fully or properly reimburse or indemnify for any and all employment-related expenses; any and all alleged or actual failure to provide suitable seating; any and all alleged or actual failures to pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee; any and all alleged or actual failures to timely pay all wages, or compensation owed during employment; any and all alleged or actual failures to provide employees with one day of rest in accordance with California law; any and all alleged or actual failures to provide notice of workplace rights and/or to provide and pay all sick time, including supplemental paid sick leave, leave in accordance with California law; any and all alleged or actual failures to pay vested vacation or paid time off in accordance with California law; any and all alleged or actual failures to keep accurate records; any and all alleged or actual unlawful deductions made from paychecks; any and all alleged or actual inquiries into criminal history in violation of California law, including any actual or alleged unlawful criminal or financial background checks; any and all employment agreements with unlawful terms or provisions, including but not limited to non-solicitation clauses, non-competes, and PAGA waivers; and any and all alleged or actual failures to pay any interest or penalties owed as a result of any and all of the foregoing (the “Released Claims”). For avoidance of doubt, the Released Claims include, but are not limited to, alleged or actual violations of for Labor Code sections 98, 201-203, 204, 210, 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 245-248.6, 256, 432, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2810.5, all applicable Wage Orders, and California Business & Professions Code. Plaintiff and Participating Class Members will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Claims including but not limited to statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief. 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 PAGA Period.

10. PAGA Release. After the Judgment is final and Casper has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Aggrieved Employees will be legally barred from asserting any of the PAGA claims released under the PAGA Settlement. Aggrieved Employees cannot opt out of the PAGA Settlement and will be bound by the PAGA Release.

The Participating and Non-Participating Class Members who are Aggrieved Employees will be bound by the following release:

All Participating and Non-Participating Class Members who are Aggrieved Employees 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, based on facts stated in the Operative Complaint and the PAGA Notice, including but not limited to any and all claims involving any and all alleged or actual failures to timely, fully, properly, or completely pay any minimum wages, regular wages, overtime premium wages, double time wages, meal or rest period premium wages, or other wages owed; any and all alleged or actual failures to comply with meal or rest period requirements; any and all alleged or actual failures to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any and all alleged or actual failures to fully or properly reimburse or indemnify for any and all employment-related expenses; any and all alleged or actual failure to provide suitable seating; any and all alleged or actual failures to pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee; any and all alleged or actual failures to timely pay all wages, or compensation owed during employment; any and all alleged or actual failures to provide employees with one day of rest in accordance with California law; any and all alleged or actual failures to provide notice of workplace rights and/or provide and pay all sick time, including supplemental paid sick leave, leave in accordance with California law; any and all alleged or actual failures to pay vested vacation or paid time off in accordance with California law; any and all alleged or actual failures to keep accurate records; any and all alleged or actual unlawful deductions made from paychecks; any and all alleged or actual inquiries into criminal history in violation of California law, including any actual or alleged unlawful criminal or financial background checks; any and all employment agreements with unlawful terms or provisions, including but not limited to non-solicitation clauses, non-competes, and PAGA waivers; and any and all alleged or actual failures to pay any interest or penalties owed as a result of any and all of the foregoing (the “Released PAGA Claims”). For avoidance of doubt, the Released Claims include, but are not limited to, alleged or actual violations of for Labor Code sections 98, 201-203, 210, 204, 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 245-248.6, 256, 432, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2810.5, all applicable Wage Orders, and California Business & Professions Code. Plaintiff and Aggrieved Employees will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released PAGA Claims including but not limited to statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount 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 Administrator will calculate Individual PAGA Payments by (a) dividing the 25% employee-portion of the PAGA Penalties by the total number of pay periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee.
1. Workweek and Pay Period Challenges. The number of Class workweeks and PAGA pay periods you worked during the Class Period and PAGA Period, as recorded in Casper's records, are stated in the first page of this Notice. You have until **March 17, 2025**, to challenge the number of workweeks and/or pay periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Casper's calculation of workweeks and/or pay periods based on Casper'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 (who will advocate on behalf of Participating Class Members) and Casper's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Aggrieved Employees. The Administrator will send, by U.S. mail, a check to every Aggrieved Employee, regardless of whether they opt out of the Class Settlement.

The Administrator may send a single check combining the Individual Class Payment and the Individual PAGA Payment. **Your check(s) 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?

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 Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Anjolie Tate v. Casper Sleep, 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. **The Administrator must be sent your request to be excluded by March 17, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

If you are an Aggrieved Employee, you are bound by the PAGA Release regardless of whether you opt out of the Class Settlement. Aggrieved Employees cannot opt out of the PAGA Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Casper are asking the Court to approve. At least 16 court days before the **June 2, 2025**, Final Approval Hearing, Class Counsel and/or Plaintiff 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service 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 Administrator's Website [tate-v-casper-sleep.phoenixcases.com](https://www.phoenixcases.com) or the Court's website <https://www.alameda.courts.ca.gov/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service 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. **The deadline for sending written objections to the Administrator is March 17, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Esmeralda Guerrero v. The American Society for the Prevention of Cruelty to Animals* and include your name, current address, telephone number, and approximate dates of employment for Casper 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 **June 2, 2025, at 1:30 p.m.**, in Department 20 of the Alameda Superior Court, located at 2233 Shoreline Dr., Alameda, CA 94501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the 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. Check the Court's website (<https://publicrecords.alameda.courts.ca.gov/PRS/>) using the Case No. **23CV031523** for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website tate-v-casper-sleep.phoenixcases.com 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 Casper 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 Phoenix Settlement Administrators' website at tate-v-casper-sleep.phoenixcases.com.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://publicrecords.alameda.courts.ca.gov/PRS/>) and entering the Case Number for the Action, Case No. **23CV031523**.

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

Class Counsel:

Name of Attorney: Zachary Crosner and Brandon Brouillette

Email Address: zcrosner@crosnerlegal.com; bbrouillette@crosnerlegal.com

Name of Firm: Crosner Legal, PC

Mailing Address: 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210

Telephone: (866) 276-6429

Settlement Administrator:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

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 California Controller's 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	141
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	141
Subtotal Admin Only	\$8,037.40

TOTAL COSTS	\$7,500.00
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May 6, 2025

Case: Tate v. Casper Sleep, 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	\$28.20
NCOA (USPS)	\$0.15	141	\$21.15
Total			\$789.35

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	141	\$21.15
Notice Packet & Opt-Out Form	\$0.95	141	\$133.95
Estimated Postage (up to 1 oz.)	\$0.60	141	\$84.60
Language Translation	\$0.30	3,261	\$978.30
Total			\$1,533.00

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	40	\$40.00
Remail Notice Packets	\$0.95	41	\$38.95
Estimated Postage	\$0.60	41	\$24.60
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$318.55

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	1	\$200.00
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			\$920.00

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	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	141	\$141.00
Estimated Postage Checks, W2 and 1099	\$0.50	141	\$70.50
Total			\$1,526.50

* 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	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

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

Total: \$8,037.40