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of himself, all others similarly situated, and
on behalf of the general public.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

JAMES QUEEN, on behalf of himself, all others
similarly situated, and on behalf of the general
public,

Plaintiff,

vs.

SORENSEN COMMUNICATIONS, LLC; and
DOES 1-100,

Defendant.

Case No. 37-2023-00017408-CU-OE-CTL

[Consolidated with Case No. 37-2023-00016623-
CU-OE-CTL]

DECLARATION OF LISA PAVLIK
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION

Date: February 21, 2025
Time: 10:30 a.m.
Dept.: C-68

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DECLARATION OF LISA PAVLIK

I, Lisa Pavlik, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 415-2872. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

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

3. Simpluris was approved by Counsel for James Queen (“Plaintiff”), and Defendant Sorenson Communications, LLC (“Defendant”), (collectively the “Parties”), to provide settlement administration services in the *James Queen vs. Sorenson Communications, LLC*, (the “Settlement”). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel and Class Members; (d) printing and mailing the *Notice of Class Action Settlement* to Class Members in English; (e) receiving and validating Requests for Exclusion or Objections submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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NOTIFICATION TO THE CLASS

4. On or about September 13, 2024, Simpluris received the Court-approved *Notice of Class Action Settlement* (hereafter “Notice”). The Notice advised Class Members of their right to request exclusion from the Class Settlement, object to the Class Settlement, do nothing, and the implications of each such action. The Notice advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information.

1 5. On or about October 18, 2024, Defendant's Counsel provided Simpluris a List
2 containing each Class Member's and PAGA Employee's full names, last known mailing addresses,
3 Telephone Numbers, Email Addresses, Social Security Numbers, number of Workweeks during the
4 Class Period, and PAGA Pay Periods during the PAGA Period with Defendant (collectively, "Class
5 List"). The Class List contained data for nine hundred thirty (930) individuals.

6 6. The Escalator Clause of the Settlement Agreement indicates if the number of workweeks
7 worked from April 20, 2019 to May 27, 2024 exceed more than 10% of the amount represented (i.e. by
8 more than 9,980 workweeks, or in other words, if the workweeks worked between April 20, 2019 to
9 May 27, 2024 exceed 109,780 workweeks), Defendant, at its option, can either choose to: (1) cut off
10 the end date for the class release as of the date on which the number of workweeks reaches 109,780; or
11 (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in
12 number of workweeks worked by the Class Members above the 10% amount (i.e. if there was a 11 %
13 increase in the number of workweeks during the Class Period, Defendant would agree to increase the
14 Settlement Fund by 1%). The total number of Workweeks was 103,918, which does not exceed the
15 Escalator Clause. Therefore, the Escalator Clause was not triggered, and the Gross Settlement Amount
16 remains \$4,250,000.00.

17 7. The mailing addresses contained in the Class List were processed and updated utilizing
18 the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The
19 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
20 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
21 would be utilized in connection with the mailing of the Notice. Simpluris was able to locate one
22 hundred twenty-seven (127) updated addresses using NCOA prior to the mailing of the Notice.

23 8. On or about November 1, 2024, the Notice was mailed to nine hundred thirty (930)
24 individuals identified as Class Members, of the nine hundred thirty (930) Class Members, seven
25 hundred and nine (709) were identified as PAGA Aggrieved Employee. The Class List was mailed via
26 First Class in English. A copy of the Notice is attached hereto as **Exhibit A**.

27 9. A total of forty-six (46) Notices were returned to Simpluris. If a Class Member's Notice
28 was returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an

1 advanced address search (i.e., skip trace) on all of these addresses by using Accurant, a reputable
2 research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to
3 locate a current address. Through the advanced address searches and utilizing the USPS forwarding
4 address database, Simpluris was able to locate forty-two (42) updated addresses and Simpluris
5 promptly mailed a Notice to those updated addresses. There are four (4) mailed Notices that remain
6 undeliverable.

7 **WEBSITE AND TOLL-FREE TELEPHONE HELPLINE**

8 10. Simpluris added the Preliminary Approval Order as well as the Joint Stipulations and
9 Settlement Agreement on their website, www.simpluris.com/case-search, for Class Member to obtain
10 and view the Settlement documents. It was added to the website and was available to the public since
11 November 1, 2024.

12 11. A toll-free telephone number was included in the Notice for the purpose of allowing the
13 Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is
14 accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement
15 process. Callers have the option to speak with a live call center representative during normal business
16 hours or to leave a message and receive a return call during non-business hours. Spanish-speaking
17 representatives are available during normal business hours. The toll-free telephone number included in
18 the Notice was (844) 804-3327 and was live November 1, 2024.

19 **REQUESTS FOR EXCLUSION AND OBJECTIONS**

20 12. The deadline for Class Members to submit a Request for Exclusion from the Class
21 Settlement, Object to the Class Settlement, or Workweeks Dispute was December 31, 2024.

22 13. As of this date, Simpluris has not received any Request for Exclusions from the Class
23 Settlement from Class Members.

24 14. As of this date, Simpluris has not received any Objections to the Class Settlement from
25 Class Members.

26 15. As of this date, Simpluris has not received any Workweeks Disputes from Class
27 Members.
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1 **CLASS MEMBER AWARDS**

2 16. As of this date, there are nine hundred thirty (930) Participating Class Members who
3 will be paid their portion of the Net Settlement Fund. Of the nine hundred thirty (930) Participating
4 Class Members, seven hundred and nine (709) were identified as PAGA Aggrieved Employees will
5 also be paid out of the PAGA Settlement Amount.

6 17. The Net Settlement Amount of \$2,640,685.66 available to pay Participating Class
7 Members was determined by subtracting the Attorneys' Fees Award (\$1,416,666.66), Attorneys' Costs
8 Award (\$24,409.68), Plaintiff Enhancement Payment (\$10,000.00), PAGA Payment to the LWDA
9 (\$112,500.00), individual PAGA Settlement Shares (\$37,5000.00), and the Settlement Administration
10 Costs (\$8,238.00) from the Gross Settlement Amount of \$4,250,000.00.

11 18. The *average estimated Individual Settlement Payment* is \$2,839.45 and the *highest*
12 *estimated Individual Settlement Payment* is \$6,784.80.

13 19. As of this date, seven hundred and nine (709) were identified as PAGA Aggrieved
14 Employees who will be paid their portion of the PAGA Settlement Amount of \$37,500.00.

15 20. The *average estimated Individual PAGA Payment* is \$52.89 and the *highest estimated*
16 *Individual PAGA Payment* is \$90.66.

17 **ADMINISTRATION COSTS**

18 21. Simpluris' total costs for services in connection with the administration of this
19 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
20 \$8,238.00. Simpluris' work in connection with this matter will continue with the calculation of the
21 settlement checks, issuance, and mailing of those settlement checks, etc., and to do the necessary tax
22 reporting on such payments.
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25 I declare under penalty of perjury under the laws of the State of California that the foregoing is
26 true and correct. Executed this 23rd day of January, 2025, in Otsego, Minnesota.

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LISA PAVLIK

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN DIEGO

*James Queen, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff,
vs. Sorenson Communications, LLC, Defendant*

Case Nos. 37-2023-00016623-CU-OE-CTL and Case No. 37-2023-00017408-CU-OE-CTL

«IMbNullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
Barcode 199718

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected by whether you act or don't act.

TO: All current and former hourly-paid non-exempt employees of Sorenson Communications, LLC who worked within the State of California at any time from April 20, 2019 to May 27, 2024.

The California Superior Court, County of San Diego has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned actions ("the Lawsuits"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current and former hourly-paid non-exempt employees of Sorenson Communications, LLC who worked within the State of California at any time from April 20, 2019 to May 27, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuits, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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11. How Will the Attorneys for the Class and the Class Representatives Be Paid? Page 6

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

NOTICE OF CLASS ACTION SETTLEMENT

Page 1 of 7

Questions? Call the Settlement Administrator toll-free at (844) 804-3327

SIMID «SIMID»
Barcode 199718

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1. Why Have I Received This Notice?

Sorenson Communications, LLC's (hereinafter referred to as "Defendant") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from April 20, 2019 to May 27, 2024 (the "Class Period").

A Preliminary Approval Hearing was held on September 13, 2024, in the California Superior Court, County of San Diego. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on February 21, 2025, at 10:30 a.m., before Honorable Richard S. Whitney in Department C-68, located at 330 West Broadway, San Diego, California 92101.

2. What Is This Case About?

A class action complaint against Defendant was filed in the San Diego County Superior Court on April 20, 2023 (Case No. 37-2023-00016623-CU-OE-CTL). The complaint alleged the following causes of action against Defendant: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (6) Failure to Pay all Wages Due at the Time of Termination; (7) Failure to Reimburse Business Expenses; (8) Violation of Unfair Competition Law; and (9) Violation of the Worker Adjustment and Retraining Notification Act.

A PAGA (Private Attorneys General Act of 2004) representative action complaint against Defendant was filed in the San Diego County Superior Court on April 25, 2023 (Case No. 37-2023-00017408-CU-OE-CTL). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Pay all Wages Due at the Time of Termination; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Twice Per Month; (8) Violation of the Worker Adjustment and Retraining Notification Act; and (9) Failure to Reimburse Business Expenses.

The two cases (Case No. 37-2023-00016623-CU-OE-CTL and Case No. 37-2023-00017408-CU-OE-CTL) have been consolidated, with 37-2023-00017408-CU-OE-CTL designated as the lead case.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class. Defendant further denies that it owes money to the Plaintiff or the Class for any of the alleged claims.

3. Am I A Class Member? Am I An Aggrieved Employee?

You are a Class Member if you worked for Defendant in the State of California as an hourly, non-exempt employee from April 20, 2019 to May 27, 2024.

If you worked for Defendant in the State of California as a Class Member from February 17, 2022 to May 27, 2024, you are also an Aggrieved Employee under the settlement.

4. ***How Does This Class Action Settlement Work?***

Plaintiff James Queen brings these actions on behalf of himself and all other similarly situated employees who were employed by Defendant as Class Members in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class.” The settlement of these Lawsuits resolves the Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them at the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101, and/or by visiting the San Diego Superior Court website at <https://roa.sdcourt.ca.gov/roa/>. After you press the “Accept Terms” button and clear the security check, select 2023 in the “Year” box, enter 00017408 in the “Case Number” box, and then press the “Search” button. You may also contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. ***Who Are the Attorneys Representing the Parties?***

Attorneys for Plaintiff and the Class	Attorneys for Defendant
MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	BALLARD SPAHR LLP Nima Darouian 2029 Century Park East, Suite 1400 Los Angeles, CA 90067 Telephone: (424) 204-4400 Facsimile: (424) 204-4350

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. ***What Are My Options?***

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at: James Queen vs. Sorenson Communications, LLC, c/o Settlement Administrator – 8067, P.O. Box 26170, Santa Ana, CA 92799; (d) be signed by you or your lawful representative; and (e) be postmarked no later than December 31, 2024.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than December 31, 2024. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims. The Released Class Claims are:

All claims alleged or could have been alleged based on the facts alleged in the Class Action which arose during the Class Period.

If you are an Aggrieved Employee, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include any claims for civil penalties under the California Labor Code and the Private Attorneys General Act, to the extent

¹ “Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

such claims are predicated upon the Labor Code violations alleged or could have been alleged based on the facts alleged in the PAGA Action and Plaintiff's notice to the LWDA which arose during the PAGA Period.

All Class Members who do not opt out of the Settlement will be enjoined from prosecuting the Released Class Claims and initiating or continuing other proceedings regarding the Released Class Claims, including but not limited to filing any claims for monetary relief of the Released Claims before the Division of Labor Standards and Enforcement ("DLSE") or in any forum whatsoever. All Eligible Aggrieved Employees will be enjoined from prosecuting the Released PAGA Claims and from initiating or continuing other proceedings regarding the Released PAGA Claims, including but not limited to filing any claims for monetary relief of the Released PAGA Claims before the DLSE or in any forum whatsoever.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$4,250,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$10,000, for prosecution of the Lawsuits, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$15,000; (3) a payment of \$150,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$1,416,666.66 (33 1/3% of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member's Individual Class Settlement Share ties directly to the amount of weeks that he or she worked.

C. How Aggrieved Employees' Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$112,500 (75% of the \$150,000 total PAGA Payment). The remaining \$37,500 is the "Net PAGA Settlement Amount" or "NPSA" and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant in California, based on the PAGA Data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same PAGA Data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Eligible Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$«MERGED_Est_Class_SettAmnt_CALC», less taxes. This is based on the Class Data which shows you worked «MERGED_WW» workweeks during the Class Period. The maximum number of workweeks any Class Member may have is 267.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$«MERGED_Est_PAGA_SettAmnt_CALC». This is based on the PAGA Data which shows you worked «MERGED_PayPeriods» pay periods during the PAGA Period. The maximum number of pay periods any Aggrieved Employee may have is 60.

E. Tax Treatment of Your Settlement Payments

Each Class Member's Individual Class Settlement Share will be apportioned as follows: 20% wages and 80% penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member's Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to the State of California unclaimed property fund in the name of the Class Member.

11. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 33 1/3% of the Gross Settlement Amount (\$1,416,666.66) for attorney fees and \$30,000 for litigation costs.

Defendant has paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

NOTICE OF CLASS ACTION SETTLEMENT

Page 6 of 7

Questions? Call the Settlement Administrator toll-free at (844) 804-3327

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting simpluris.com/case-search, a website maintained by the Settlement Administrator. Please refer to the Sorenson Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may obtain the underlying documents and papers on file with the Court by visiting the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101, and/or by visiting the San Diego Superior Court website at <https://roa.sdcourt.ca.gov/roa/>. After you press the “Accept Terms” button and clear the security check, select 2023 in the “Year” box, enter 00017408 in the “Case Number” box, and then press the “Search” button. You may also contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.