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8 Attorneys for Plaintiff WILLIAM WATSON
9

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

13 WILLIAM WATSON, as an individual on
14 behalf of himself and on behalf of all others
similarly situated,

15 Plaintiff,

16 vs.

17 NOTARIZE, INC. a Delaware corporation;
18 and DOES 1-100, inclusive,

19 Defendants.
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Case No.: 30-2023-01310277-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX104

SECOND SUPPLEMENTAL DECLARATION
OF BRANDON BROUILLETTE IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT

Date: April 17, 2025

Time: 2:00 p.m.

Dept.: CX104

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1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner Crosner Legal, PC, counsel of record for plaintiff. I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. If called to testify as to the within facts, I would and could competently do so.

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1 **Revisions to Class Notice**

2 11. As noted in the above paragraphs, where required the Class Notice has been revised
3 to be consistent with revisions to the Settlement Agreement, and particularly with respect to the
4 revised releases.

5 12. The word “of” has been inserted in the section of the Notice entitled
6 “Administrator.”

7 13. The word “strongly” has been removed from the last paragraph of Page 3.

8 14. The extended deadlines for opting out, objecting, or submitting a dispute in the
9 Notice now are consistent with Paragraph 63 of the Settlement Agreement, and inform Class
10 Members the deadlines will be extended for 15 days for re-mailed Notices.

11 **Revisions to Objection Form**

12 15. The phrase “if you submit a timely written statement of objection” has been
13 removed from the Objection Form.

14 **Revisions to [Proposed] Order**

15 16. My firm’s information has been removed from the top of the caption page.

16 17. The Parties propose Thursday, September 11, 2025, at 2:00 pm, for the final
17 approval hearing.

18 18. For all the foregoing reasons, I believe the settlement is fair, reasonable, and in the
19 best interests of the class.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed this 4th day of April 2025, at Los Angeles California.

22
23
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25 _____
26 Declarant
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EXHIBIT

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ADDENDUM TO AMENDED JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

This March 31, 2025 ADDENDUM supplements and amends the Amended Joint Stipulation for Class Action Settlement and Release of Claims (“Settlement Agreement”) between Plaintiff William Watson and Defendant Notarize, Inc., and is annexed to and forms part of the Settlement Agreement for all purposes. When the terms of this Addendum and the Settlement Agreement are in conflict, this Addendum shall govern and supersede the terms of the Settlement Agreement.

1. Paragraph 35(a) of the Settlement Agreement is hereby amended to read as follows:

“Released Claims” means the following:

a. Release as to All Participating Class Members. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, CLASS REPRESENTATIVE and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Class, waive, release, and discharge any and all claims against the Released Parties, of any of them, that were alleged in the Operative Complaint or which could have reasonably been alleged based on the facts asserted in the Operative Complaint. These claims include, but are not limited to: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition.. (“Class Released Claims”). As to the PAGA claims, only those Class Members who worked during the PAGA Period will release any and all claims against the Released Parties, or any of them, for civil penalties under PAGA that were alleged in the Operative Complaint or which could have reasonably been alleged based on the facts asserted in the Operative Complaint and the PAGA Notice., (“PAGA Released Claims” and, collectively with Class Released Claims, “Released Claims”).

2. The first sentence of Paragraph 35(b) of the Settlement Agreement is hereby amended to read as follows:

In addition to the release made in Paragraph 35(a), Plaintiff makes the additional following general release of all claims, known or unknown.

3. Paragraph 55 of the Settlement Agreement is hereby amended to read as follows:

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members’ respective number of Workweeks during the Class

Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Pay Periods during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

4. The heading of Section XI of the Settlement Agreement is hereby amended to read as follows:

XI. DISTRIBUTION OF FUNDS

5. Exhibit A to the Settlement Agreement (the Class Notice) is replaced with Exhibit A hereto.

6. Exhibit C to the Settlement Agreement (the Objection Form) is replaced with Exhibit B hereto.

AGREED:

Date: 04 / 02 / 2025

William Watson

William Watson

Date:

Notarize, Inc.

By: _____

Its: _____

Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Pay Periods during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

4. The heading of Section XI of the Settlement Agreement is hereby amended to read as follows:

XI. DISTRIBUTION OF FUNDS

5. Exhibit A to the Settlement Agreement (the Class Notice) is replaced with Exhibit A hereto.

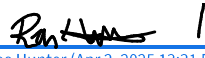
6. Exhibit C to the Settlement Agreement (the Objection Form) is replaced with Exhibit B hereto.

AGREED:

Date:

Date: Apr 2, 2025

William Watson



Renee Hunter (Apr 2, 2025 13:31 EDT)

Notarize, Inc.

By: Renee Hunter

Its: General Counsel

EXHIBIT

A

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

William Watson v. Notarize, Inc.

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Notarize, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff William Watson ("Plaintiff"), a former employee of Defendant and seeks payment of back wages and penalties for a class of current and former non-exempt employees that worked for Defendant in California ("Class Members") at any time during the Class Period (March 3, 2019 to **Date of Preliminary Approval**); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California ("Aggrieved Employees") at any time during the PAGA Period (March 3, 2022 to **Date of Preliminary Approval**).

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

Based on Defendant's records, your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of 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.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
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 Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE**. 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 Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on **DATE** at 2:00 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 Settlement at the Final Approval Hearing even if you did not submit a written objection. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE**. The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE**. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition, and any other potential claims based on the foregoing facts and claims; and any other applicable provisions of state or federal law, including the applicable IWC wage order. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant 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?

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily

approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

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

Defendant Will Pay One Eighty Two Thousand Five Hundred Dollars (\$182,500.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 20 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 Participating Class Members object to the proposed Settlement or the Judgment is appealed. Any Judgment entered by the Court will be posted on the Administrator's website for at least 180 days, see Section 9 below for the website address.

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:

- Up to Sixty Thousand Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$60,833.33) (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to Fifteen Thousand Dollars (\$15,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Ten Thousand Dollars (\$10,000.00) to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
- Up to Five Thousand Five Hundred Dollars (\$5,000) to the Administrator for services administering the Settlement.
- Twenty Thousand Dollars (\$20,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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 Settlement Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Settlement Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant

will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

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

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The deadline to submit an opt out request will be extended by fifteen (15) calendar days, to **DATE**, if your Notice is remailed. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative 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 Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. 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.

Administrator. The Court has approved the appointment of a neutral company, Phoenix Settlement Administration (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.

Plaintiff's and the Participating Class Members' Release. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and the 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 successors and related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Operative Complaint and resolved by this Settlement.

All members of the Settlement Class, except those that make a valid and timely request to be excluded from the Class, waive, release, and discharge any and all claims against the Released Parties, of any of them, that were alleged in the Operative Complaint or which could have reasonably been alleged based on the facts asserted in the Operative Complaint. These claims include, but are not limited to: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition.

Aggrieved Employees' PAGA Release. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Operative Complaint and resolved by this Settlement. You will be bound by this PAGA Release even if you do not cash your settlement check.

Plaintiff and all Aggrieved Employees will release any and all claims against the Released Parties, or any of them, for civil penalties under PAGA that were alleged in the Operative Complaint or which could have reasonably been alleged based on the facts asserted in the Operative Complaint and the PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Settlement Payments. The Administrator will calculate Individual Settlement 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.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$5,000.00) by the total number of PAGA

Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. The deadline to submit a challenge will be extended by fifteen (15) days, to **DATE**, if your Notice is re-mailed. 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 Defendant's calculation of Workweeks and/or Pay Periods 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Although the settlement administrator may make the initial decision regarding disputes pertaining to the calculation of workweeks, the Court may review any decision made by the settlement administrator regarding a dispute pertaining to the calculation of workweeks.

5. HOW WILL I GET PAID?

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

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the 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 can exclude yourself from the Settlement, or "opt out," by sending the Administrator a written Request for Exclusion. 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 *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You may also use the Request for Exclusion Form included with this Notice. You must make the request

yourself. If someone else makes the request for you, it will not be valid. You may send your request by mail to the Administrator. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. The deadline to submit an opt out request will be extended by fifteen (15) days, to **DATE**, if your Notice is re-mailed. 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. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. 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 (**INSERT URL**) or the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is **DATE**. The deadline to submit a written objection will be extended by fifteen (15) days, to **DATE**, if your Notice is re-mailed. 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, *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. You may also use the Objection Form included with this Notice. You may send your written objection by mail to the Administrator. 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 **DATE** at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. 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 via Civil Remote Hearings (<https://www.occourts.org/media-relations/aci.html>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Operative Complaint, PAGA Notice Letter, Settlement Agreement and any Amendments, the Class Notice, Orders Granting Preliminary and Final Approval, the Judgment, or any other Settlement documents is to go to Phoenix Class Action Administration Solutions' website at **INSERT URL**. 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://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No.: 2023-01310277, Year Filed: 2023.

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

Class Counsel:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Brandon Brouillette
brandon@crosnerlegal.com
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel.: 1-866-CROSNER

Settlement Administrator:

Name of Administrator:
Email Address:
Mailing Address:
Telephone:

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

OBJECTION FORM

William Watson v. Notarize, Inc.

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE CLASS ACTION SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE.

To Object to any part of the proposed Class Action Settlement you may complete this form and return it to the address below, postmarked no later than [response deadline]:

Watson v. Notarize, Inc. Settlement Administration
c/o Settlement Administrator
[Settlement Administrator address]

The Court will consider your objection at the Final Approval Hearing described in the accompanying Notice.. You may also appear at the Final Approval Hearing, either by yourself or with your own attorney, and make an oral objection to the proposed Class Action Settlement whether you submit this Form or not.

I OBJECT to the *Watson v Notarize, Inc.* Class Action Settlement for the following reasons:

[You may attached additional pages or materials as necessary]

Your Name: _____

Your Address: _____

Your Phone Number: _____

Date: _____

(signature)

EXHIBIT

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

William Watson v. Notarize, Inc.

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Notarize, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff William Watson ("Plaintiff"), a former employee of Defendant and seeks payment of back wages and penalties for a class of current and former non-exempt employees that worked for Defendant in California ("Class Members") at any time during the Class Period (March 3, 2019 to **Date of Preliminary Approval**); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California ("Aggrieved Employees") at any time during the PAGA Period (March 3, 2022 to **Date of Preliminary Approval**).

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

Based on Defendant's records, your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of 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.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
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 Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE**. 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 Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on **DATE** at 2:00 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 Settlement at the Final Approval Hearing even if you did not submit a written objection. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE**. The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE**. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition, and any other potential claims based on the foregoing facts and claims; and any other applicable provisions of state or federal law, including the applicable IWC wage order. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant 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?

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily

approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

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

Defendant Will Pay One Eighty Two Thousand Five Hundred Dollars (\$182,500.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 20 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 Participating Class Members object to the proposed Settlement or the Judgment is appealed. Any Judgment entered by the Court will be posted on the Administrator's website for at least 180 days, see Section 9 below for the website address.

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:

- Up to Sixty Thousand Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$60,833.33) (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to Fifteen Thousand Dollars (\$15,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Ten Thousand Dollars (\$10,000.00) to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
- Up to Five Thousand Five Hundred Dollars (\$5,000) to the Administrator for services administering the Settlement.
- Twenty Thousand Dollars (\$20,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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 Settlement Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Settlement Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant

will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

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

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The deadline to submit an opt out request will be extended by fifteen (15) calendar days, to **DATE**, if your Notice is remailed. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative 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 Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. 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.

Administrator. The Court has approved the appointment of a neutral company, Phoenix Settlement Administration (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.

Plaintiff's and the Participating Class Members' Release. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and the 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 successors and related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Operative Complaint and resolved by this Settlement.

All members of the Settlement Class, except those that make a valid and timely request to be excluded from the Class, waive, release, and discharge any and all claims against the Released Parties, of any of them, that were alleged in the Operative Complaint or which could have reasonably been alleged based on the facts asserted in the Operative Complaint. These claims include, but are not limited to: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition.

Aggrieved Employees' PAGA Release. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Operative Complaint and resolved by this Settlement. You will be bound by this PAGA Release even if you do not cash your settlement check.

Plaintiff and all Aggrieved Employees will release any and all claims against the Released Parties, or any of them, for civil penalties under PAGA that were alleged in the Operative Complaint or which could have reasonably been alleged based on the facts asserted in the Operative Complaint and the PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Settlement Payments. The Administrator will calculate Individual Settlement 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.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$5,000.00) by the total number of PAGA

Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. The deadline to submit a challenge will be extended by fifteen (15) days, to **DATE**, if your Notice is re-mailed. 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 Defendant's calculation of Workweeks and/or Pay Periods 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Although the settlement administrator may make the initial decision regarding disputes pertaining to the calculation of workweeks, the Court may review any decision made by the settlement administrator regarding a dispute pertaining to the calculation of workweeks.

5. HOW WILL I GET PAID?

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

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the 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 can exclude yourself from the Settlement, or "opt out," by sending the Administrator a written Request for Exclusion. 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 *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You may also use the Request for Exclusion Form included with this Notice. You must make the request

yourself. If someone else makes the request for you, it will not be valid. You may send your request by mail to the Administrator. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. The deadline to submit an opt out request will be extended by fifteen (15) days, to **DATE**, if your Notice is re-mailed. 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. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. 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 (**INSERT URL**) or the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is **DATE**. The deadline to submit a written objection will be extended by fifteen (15) days, to **DATE**, if your Notice is re-mailed. 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, *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. You may also use the Objection Form included with this Notice. You may send your written objection by mail to the Administrator. 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 **DATE** at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. 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 via Civil Remote Hearings (<https://www.occourts.org/media-relations/aci.html>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Operative Complaint, PAGA Notice Letter, Settlement Agreement and any Amendments, the Class Notice, Orders Granting Preliminary and Final Approval, the Judgment, or any other Settlement documents is to go to Phoenix Class Action Administration Solutions' website at **INSERT URL**. 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://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No.: 2023-01310277, Year Filed: 2023.

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

Class Counsel:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Brandon Brouillette
brandon@crosnerlegal.com
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel.: 1-866-CROSNER

Settlement Administrator:

Name of Administrator:
Email Address:
Mailing Address:
Telephone:

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

3

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

William Watson v. Notarize, Inc.

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

~~(case name and number)~~

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Notarize, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff William Watson ("Plaintiff"), a former employee of Defendant and seeks payment of back wages and penalties for a class of current and former non-exempt employees that worked for Defendant in California ("Class Members") at any time during the Class Period (March 3, 2019 to **Date of Preliminary Approval**); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California ("Aggrieved Employees") at any time during the PAGA Period (March 3, 2022 to **Date of Preliminary Approval**).

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

Based on Defendant's records, your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of 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.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
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 Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE**. 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 Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on **DATE** at 2:00 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 Settlement at the Final Approval Hearing even if you did not submit a written objection. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE**. The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE**. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition, and any other potential claims based on the foregoing facts and claims; and any other applicable provisions of state or federal law, including the applicable IWC wage order. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant **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?

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily

approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

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

Defendant Will Pay One Eighty Two Thousand Five Hundred Dollars (\$182,500.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 20 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 Participating Class Members object to the proposed Settlement or the Judgment is appealed. Any Judgment entered by the Court will be posted on the Administrator's website for at least 180 days, see Section 9 below for the website address^s.

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:

- Up to Sixty Thousand Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$60,833.33) (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to Fifteen Thousand Dollars (\$15,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Ten Thousand Dollars (\$10,000.00) to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.
- Up to Five Thousand Five Hundred Dollars (\$5,000) to the Administrator for services administering the Settlement.
- Twenty Thousand Dollars (\$20,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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 Settlement Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Settlement Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant

will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

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

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The deadline to submit an opt out request will be extended by ~~ten~~**fifteen** (1**50**) calendar days, to **DATE**, if your Notice is remailed. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative 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 Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. 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.

Administrator. The Court has approved the appointment of a neutral company, Phoenix Settlement Administration (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.

Plaintiff's and the Participating Class Members' Release. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and the 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 successors and related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action/Operative Complaint and resolved by this Settlement.

All members of the Settlement Class, except those that make a valid and timely request to be excluded from the Class, waive, release, and discharge any and all claims against the Released Parties, of any of them, that were alleged in the Litigation/Operative Complaint or which could have reasonably been alleged based on the facts asserted in the Litigation/Operative Complaint. These claims include, but are not limited to: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition.

Aggrieved Employees' PAGA Release. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action/Operative Complaint and resolved by this Settlement. You will be bound by this PAGA Release even if you do not cash your settlement check.

Plaintiff and all Aggrieved Employees will release any and all claims against the Released Parties, or any of them, for civil penalties under PAGA that were alleged in the Litigation/Operative Complaint or which could have reasonably been alleged based on the facts asserted in the Litigation/Operative Complaint and the PAGA Notice, ~~from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice~~

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Settlement Payments. The Administrator will calculate Individual Settlement 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.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. The deadline to submit a challenge will be extended by ~~ten~~**fifteen** (1**50**) days, to **DATE**, if your Notice is re-mailed. 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 Defendant's calculation of Workweeks and/or Pay Periods 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Although the settlement administrator may make the initial decision regarding disputes pertaining to the calculation of workweeks, the Court may review any decision made by the settlement administrator regarding a dispute pertaining to the calculation of workweeks.

5. HOW WILL I GET PAID?

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

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the 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 can exclude yourself from the Settlement, or "opt out," by sending the Administrator a written Request for Exclusion. 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 *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your identifying information (full name, address, telephone number,

approximate dates of employment, and social security number for verification purposes). You may also use the Request for Exclusion Form included with this Notice. You must make the request yourself. If someone else makes the request for you, it will not be valid. You may send your request by mail to the Administrator. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. The deadline to submit an opt out request will be extended by ~~ten~~**fifteen** (1**50**) days, to **DATE**, if your Notice is re-mailed. 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. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. 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 (**INSERT URL**) or the Court's website (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is **DATE**. The deadline to submit a written objection will be extended by ~~ten~~**fifteen** (1**50**) days, to **DATE**, if your Notice is re-mailed. 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, *William Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. You may also use the Objection Form included with this Notice. You may send your written objection by mail to the Administrator. 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 **DATE** at 2:00 p.m. in Department CX-104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. 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 via Civil Remote Hearings (<https://www.occourts.org/media-relations/aci.html>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Operative Complaint, PAGA Notice Letter, Settlement Agreement and any Amendments, the Class Notice, Orders Granting Preliminary and Final Approval, the Judgment, or any other Settlement documents is to go to Phoenix Class Action Administration Solutions' website at **INSERT URL**. 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://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No.: 2023-01310277, Year Filed: 2023.

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

Class Counsel:

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Brandon Brouillette
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9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel.: 1-866-CROSNR

Settlement Administrator:

Name of Administrator:

Email Address:

Mailing Address:

Telephone:

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

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OBJECTION FORM

William Watson v. Notarize, Inc.

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE CLASS ACTION SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE.

To Object to any part of the proposed Class Action Settlement you may complete this form and return it to the address below, postmarked no later than [response deadline]:

Watson v. Notarize, Inc. Settlement Administration
c/o Settlement Administrator
[Settlement Administrator address]

The Court will consider your objection at the Final Approval Hearing described in the accompanying Notice.. You may also appear at the Final Approval Hearing, either by yourself or with your own attorney, and make an oral objection to the proposed Class Action Settlement whether you submit this Form or not.

I OBJECT to the *Watson v Notarize, Inc.* Class Action Settlement for the following reasons:

[You may attached additional pages or materials as necessary]

Your Name: _____

Your Address: _____

Your Phone Number: _____

Date: _____

(signature)

EXHIBIT

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OBJECTION FORM

William Watson v. Notarize, Inc.

Orange County Superior Court Case No. 30-2023-01310277-CU-OE-CXC

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE CLASS ACTION SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE.

To Object to any part of the proposed Class Action Settlement you may complete this form and return it to the address below, postmarked no later than [response deadline]:

Watson v. Notarize, Inc. Settlement Administration
c/o Settlement Administrator
[Settlement Administrator address]

The Court will consider your objection at the Final Approval Hearing described in the accompanying Notice. ~~if you submit a timely written statement of objection.~~ You may also appear at the Final Approval Hearing, either by yourself or with your own attorney, and make an oral objection to the proposed Class Action Settlement whether you submit this Form or not.

I OBJECT to the ~~Williams~~ satson v Notarize, Inc. Class Action Settlement for the following reasons:

[You may attached additional pages or materials as necessary]

Your Name: _____

Your Address: _____

Your Phone Number: _____

Date: _____

(signature)

EXHIBIT

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