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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF ALAMEDA**

SAKEENA BEGUM on behalf of  
herself, all others similarly situated, and  
on behalf of the general public,

Plaintiffs,

v.

VARIANT MEDICAL, LLC; MEDPLAST  
ENGINEERED PRODUCTS, INC.; and  
DOES 1-100,

Defendants.

Case No. 24CV081510

[Consolidated with Case No.: 24CV090074]

**[PROPOSED] ORDER GRANTING  
PLAINTIFF SAKEENA BEGUM'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT, CONDITIONAL  
CERTIFICATION, APPROVAL OF CLASS  
NOTICE, AND SETTING OF FINAL  
APPROVAL HEARING DATE**

Date: July 31, 2025

Time: 9:00 a.m.

Reservation ID: 385768770661

Complaint Filed: June 27, 2024

Trial Date: None Set

1     **I.     RECITALS**

2             This action is currently pending before this Court as a putative class action (the “Action”).  
3     Plaintiff Sakeena Begum has applied to this Court for an order preliminarily approving the  
4     settlement of the Action in accordance with the Settlement Agreement (the “Settlement”), which  
5     together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed  
6     settlement and entry of judgment upon the terms and conditions set forth therein. The Court has  
7     read and considered the Memorandum of Points and Authorities in support of Plaintiff’s Motion  
8     for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class  
9     Notice, Setting of Final Approval Hearing Date; and the Declaration of David Mara, Esq., and  
10    attached exhibits. For purposes of this Order, the Court adopts all defined terms as set forth in the  
11    Settlement.

12    **II.    FINDINGS**

13            After review and consideration of the Settlement and Plaintiff’s motion for preliminary  
14    approval and the papers in support thereof, the Court hereby finds and orders as follows:

- 15       1. The Settlement falls within the range of reasonableness meriting possible final approval.
- 16       2. The certification of the Class solely for purposes of settlement is appropriate in that: (1)  
17       the Class Members are ascertainable and so numerous that joinder of all Class Members is  
18       impracticable; (2) there are questions of law and fact common to the Class which  
19       predominate over any individual questions; (3) Plaintiff’s claims are typical of the claims  
20       of the Class; (4) Plaintiff and her Counsel have fairly and adequately represented and  
21       protected the interests of the Class; and (5) a class action, and class-wide resolution of the  
22       action via class settlement procedures is superior to other available methods for the fair  
23       and efficient adjudication of the controversy.
- 24       3. The Settlement, and the obligations of the Parties as set forth therein, is fair, reasonable,  
25       and is an adequate settlement of this case and is in the best interests of the Class in light of  
26       the factual, legal, practical, and procedural considerations raised by this case.

- 1 4. Plaintiff does not have any conflicts that would preclude her from serving as Class  
2 Representative, and his appointment comports with the requirements of due process.
- 3 5. Class Counsel does not have any conflicts that would preclude them from acting as Class  
4 Counsel, and they meet the requirements for appointment as Class Counsel and the  
5 requirements of due process.
- 6 6. The Notice of Proposed Class Settlement attached as **Exhibit A** hereto and to the  
7 Settlement complies with due process because the Notice of Proposed Class Settlement is  
8 reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii)  
9 the terms of the proposed Settlement; and (iii) their rights, including the right to either  
10 participate in the settlement, exclude themselves from the settlement, or object to the  
11 settlement. Plaintiff's proposed plan for class notice and settlement administration is the  
12 best notice practicable under the circumstances.

### 13 **III. ORDER**

14 The Court having considered the papers submitted in support of the motion for preliminary  
15 approval, HEREBY ORDERS THE FOLLOWING:

- 16 1. The Court finds on a preliminary basis that the provisions of the Settlement are fair, just,  
17 reasonable, and adequate and, therefore, meet the requirements for preliminary approval.
- 18 2. The following Class is conditionally certified for purposes of settlement only: all persons  
19 who are or were previously employed by Defendants in California at Viant Fremont, Inc.,  
20 (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt,  
21 hourly employee at any time from June 27, 2020 through May 30, 2025.
- 22 3. The Settlement provides for the following release as to Participating Class Members,<sup>1</sup>  
23 which is hereby approved conditionally: all claims arising out of or related to the  
24 allegations set forth in the Complaint, including but not limited to claims for (1) failure to  
25 pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide  
26

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27 <sup>1</sup> Participating Class Members are Class Members who do not opt out of the settlement of the Class Claims by timely  
28 submitting valid Requests for Exclusion.

meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentionally failing to provide employees with compliant itemized wage statements; (6) failure to pay all wages due at the time of termination; (7) failure to adopt compliant sick pay and PTO policies; and (8) violation of the Unfair Competition Law for violations of California Labor Code sections 201–204, 218, 218.5, 218.6, 222, 223, 224, 226, 226(b), 226.3, 226.7, 233, 234, 246, 248.2, 248.6, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, IWC Wage Order 4-2001, Title 8, California Code of Regulations, section 11110, and Business and Professions Code section 17200 et seq.

4. The Settlement also provides for the following release as to the State of California, the LWDA, and Plaintiff (as representative of the State of California, the LWDA, and the general public) under the California Private Attorney General Act (“PAGA”), which is hereby approved conditionally: all claims for civil penalties under the PAGA, as set forth in Labor Code section 2698 et seq., that were alleged or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notice, including but not limited to claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due at separation; (6) knowingly and intentionally failing to provide accurate wage statements; (7) failure to adopt compliant sick pay and PTO policies; and (8) failure to pay employees two times per month for violations of California Labor Code sections: 201–204, 222, 223, 224, 226, 226(a)(1), 226(b), 226.3, 226.7, 233, 234, 246, 248.2, 248.6, 510, 512, 515, 558, 558(a)(1), 558(a)(2), 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, 2699(g)(1), 2699.5, 2699(f), 2699(f)(2), IWC Wage Order 4-2001, and California Code of Regulations section 11070(11, 12).

5. The Settlement appears to be fair, adequate and reasonable to the Class. The settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court.

- 1       6. Plaintiff Sakeena Begum is conditionally approved as the Class Representative for the  
2       Class.
- 3       7. A final approval hearing on the question of whether the settlement, attorneys' fees and  
4       costs to Class Counsel, the service award to the Class Representative, the claims  
5       administration fees and expenses, and amount allocated to Plaintiff's claims under the  
6       PAGA should be finally approved as fair, reasonable and adequate as to Class Members is  
7       scheduled in Department 24 on the date and time set forth in the Implementation Schedule  
8       below.
- 9       8. The Court affirms APEX Class Action Administration as the Settlement Administrator.
- 10      9. The Court approves, as to form and content, the Notice in substantially the form attached  
11      as Exhibit A hereto and to the Settlement. The Court approves the procedure for Class  
12      Members to participate in, to opt out of, and to object to, the Settlement as set forth in the  
13      Notice.
- 14      10. The Court directs the mailing of the Notice by first class mail to Class Members in  
15      accordance with the implementation schedule set forth in the Implementation Schedule  
16      below. The Court finds the dates selected for the mailing and distribution of the Notice, as  
17      set forth in the Implementation Schedule, meet the requirements of due process and provide  
18      the best notice practicable under the circumstances and shall constitute due and sufficient  
19      notice to all persons entitled thereto.
- 20      11. To facilitate administration of the settlement pending final approval, the Court hereby  
21      enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or  
22      administrative proceedings (including, but not limited to, filing claims with the Division  
23      of Labor Standards Enforcement of the California Department of Industrial Relations)  
24      regarding claims released by the Settlement unless and until such Class Members have  
25      filed valid Requests for Exclusion with the Settlement Administrator and the time for filing  
26      valid Requests for Exclusion with the Settlement Administrator has elapsed. This  
27      provision shall not apply to claims not alleged in the Action.
- 28

1 **IV. IMPLEMENTATION SCHEDULE**

2 The Court orders the following Implementation Schedule for further proceedings:

3

|                                                                                                                |                                                                |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 4 Deadline for Defendant to submit<br>Class Information to Settlement<br>Administrator:                        | [30 days after entry of the<br>Preliminary Approval Order]     |
| 6 Deadline for Settlement<br>Administrator to Mail the Notice to<br>Class Members                              | [14 days after receipt of Class<br>Information]                |
| 8 Deadline for Class Members to<br>Postmark Requests for Exclusion<br>Forms                                    | [60 calendar days after mailing of<br>Notice to Class Members] |
| 10 Deadline for Receipt by Court and<br>Counsel of any Objections to the<br>Settlement                         | [60 calendar days after mailing of<br>Notice to Class Members] |
| 12 Deadline for Class Counsel to file<br>Motion for Final Approval of<br>Settlement                            | [16 Court days before Final<br>Approval Hearing]               |
| 14 Deadline for Class Counsel to file<br>Motion for Attorneys' Fees, Costs<br>and Class Representative Payment | [16 Court days before Final<br>Approval Hearing]               |
| 16 Final Approval Hearing and Final<br>Approval                                                                | _____, 2026<br>_____                                           |

19

20

21 **IT IS SO ORDERED.**

22

23 Dated:

24 \_\_\_\_\_  
25 Hon. Rebekah Evenson  
26 Judge of the Superior Court  
27  
28

# **Exhibit A**

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA  
*Sakeena Begum, on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiff,*  
*vs. Viant Medical, LLC; MedPlast Engineered Products, Inc., Defendants*  
Case No. 24CV081510 and Case No. 24CV090074

**NOTICE OF CLASS ACTION SETTLEMENT**

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

**TO: All persons who are or were previously employed by Defendants in California at Viant Fremont, Inc., (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee at any time from June 27, 2020 through May 30, 2025.**

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

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

All persons who are or were previously employed by Defendants in California at Viant Fremont, Inc., (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee at any time from June 27, 2020 through May 30, 2025.

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

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

**WHAT INFORMATION IS IN THIS NOTICE**

|                                                                                       |        |
|---------------------------------------------------------------------------------------|--------|
| 1. Why Have I Received This Notice?.....                                              | Page 1 |
| 2. What Is This Case About? .....                                                     | Page 2 |
| 3. Am I A Settlement Class Member? Am I A PAGA Employee? .....                        | Page 2 |
| 4. How Does This Class Action Settlement Work? .....                                  | Page 3 |
| 5. Who Are the Attorneys Representing the Parties? .....                              | Page 3 |
| 6. What Are My Options? .....                                                         | Page 3 |
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| 8. How Do I Object to the Settlement? .....                                           | Page 4 |
| 9. How Does This Settlement Affect My Rights? .....                                   | Page 5 |
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| 11. How Will the Attorneys for the Class and the Class Representatives Be Paid? ..... | Page 7 |

### **1. *Why Have I Received This Notice?***

Viant Medical, LLC's and MedPlast Engineered Products, Inc.'s (hereinafter referred to as "Defendants") records indicate that you may be a Settlement Class Member. The settlement will resolve all Settlement Class Members' Released Claims, as described in Section No. 9 below, from June 27, 2020 through May 30, 2025 (the "Class Period").

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2025 at [time a.m./p.m.], before Judge Rebekah Evenson, located at 1225 Fallon Street Oakland, CA 94612, Department 24.

### **2. *What Is This Case About?***

A class action complaint against Defendants was filed by Plaintiff in the Alameda County Superior Court on June 27, 2024 (Case No. 24CV081510). The complaint alleged the following causes of action against Defendant: (1) failure to pay all straight time wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) failure to pay all wages at the time of termination of employment; (7) failure to adopt a compliant sick pay / paid time off policy; and (8) violation of Unfair Competition Law, on behalf Plaintiff and those similarly situated.

A PAGA representative action complaint against Defendants was filed by Plaintiff (as an agent of California's Labor and Workforce Development Agency, or "LWDA") in the Alameda County Superior Court on September 4, 2024 (Case No. 24CV090074). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) failure to pay all straight time wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to pay all wages at the time of termination of employment; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; (7) failure to adopt a compliant sick pay / paid time off policy; and (8) failure to pay all wages owed twice per month.

The two cases (Case No. 24CV081510 and 24CV090074) have been consolidated for settlement purposes.

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

Defendants expressly denies that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

### **3. *Am I A Settlement Class Member? Am I A PAGA Employee?***

You are a Settlement Class Member if you worked for Defendants in California at Viant Fremont, Inc., (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee at any time from June 27, 2020 through May 30, 2025.

If you worked for Defendants in California at Viant Fremont, Inc., (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee at any time from June 25, 2023 through May 30, 2025, you are also a “PAGA Employee” under the settlement.

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

Plaintiff Sakeena Begum brings this action behalf of herself and all other similarly situated individuals who worked for Defendants in California at Viant Fremont, Inc., (located at 45581 Northport Loop W, Fremont, CA 94538), and classified as a non-exempt, hourly employee at any time during the Class Period. Plaintiff and these other individuals comprise a “Settlement Class” and are “Settlement Class Members.” The settlement of this Action resolves the Released Class Claims of all Settlement Class Members, as defined in the Settlement Agreement and the Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>

After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

| <b>Attorneys for Plaintiff and the Class</b>                                                                                                                                                                                                                                                                                                                                            | <b>Attorneys for Defendants</b>                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>MARA LAW FIRM, PC</b><br/>David Mara<br/>Matthew Crawford<br/>2650 Camino Del Rio North, Suite 205<br/>San Diego, California 92108<br/>Telephone: (619) 234-2833<br/>Facsimile: (619) 234-4048</p> <p><b>LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS</b><br/>Sabrina Sanders<br/>3500 West Olive Avenue, Third Floor<br/>Burbank, California 91505<br/>Telephone: (323) 720-8834</p> | <p><b>JACKSON LEWIS P.C.</b><br/>Andrew Mailhot<br/>Mark Marsenovic<br/>50 California Street, Ninth Floor<br/>San Francisco, CA 94111<br/>Telephone: (415) 796-5432<br/>Facsimile: (415) 394-9400</p> |

The Court has decided that Mara Law Firm, PC and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Settlement Class Members simultaneously.

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

## 6. *What Are My Options?*

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

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

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Settlement Class Member, you may “opt out,” which will remove you from the Settlement Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you are a PAGA Employee, you will receive a portion of the PAGA, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

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

Any Settlement Class Member may request to be excluded from the Settlement Class by submitting a “Request for Exclusion” to the Settlement Administrator, postmarked on or before [the Response Deadline]. The Request for Exclusion should be stated in words to this effect:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE VIANT MEDICAL LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Any Request for Exclusion must include the full name, address, last four digits of the social security number, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at [administrator address].

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

## 8. *How Do I Object To The Settlement?*

Any Settlement Class Member may object to the terms of the Settlement, and may appear at the Final Approval Hearing to object whether or not they have filed a written objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement Administrator, in writing, of his/her/their objection, which must be postmarked by [the Response Deadline] at [administrator address]. Such objection shall include the full name, address, dates of employment with Defendants of the Objecting Settlement Class Member, the case name and number, the basis for

the objection.

If the Court rejects the objection, he/she will receive an Individual Settlement Amount payment and will be bound by the terms of the Settlement.

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

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendants and the Released Parties<sup>1</sup> from the Released Class Claims:

All claims that were alleged or reasonably could have been alleged based on the facts asserted in the Complaint, including but not limited to claims for: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentionally failing to provide employees with compliant itemized wage statements; (6) failure to pay all wages due at the time of termination; (7) failure to adopt compliant sick pay and PTO policies; and (8) violation of the Unfair Competition Law for violations of California Labor Code sections 201–204, 218, 218.5, 218.6, 222, 223, 224, 226, 226(b), 226.3, 226.7, 233, 234, 246, 248.2, 248.6, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, IWC Wage Order 4-2001, Title 8, California Code of Regulations, section 11110, and Business and Professions Code section 17200 et seq. All Released Class Claims are limited to the Class Period.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include:

Any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), as set forth in Labor Code section 2698 et seq., that were alleged or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notice, including but not limited to claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due at separation; (6) knowingly and intentionally failing to provide accurate wage statements; (7) failure to adopt compliant sick pay and PTO policies; and (8) failure to pay employees two times per month for violations of California Labor Code sections: 201–204, 222, 223, 224, 226, 226(a)(1), 226(b), 226.3, 226.7, 233, 234, 246, 248.2, 248.6, 510, 512, 515, 558, 558(a)(1), 558(a)(2), 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, 2699(g)(1), 2699.5, 2699(f), 2699(f)(2), IWC Wage Order 4-2001, and California Code of Regulations section 11070(11, 12). All Released PAGA Claims are limited to the PAGA Period.

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

The total maximum amount that Defendants could be required to pay under this Agreement shall be up to but no more than \$535,000 (“Settlement Amount”).

<sup>1</sup> “Released Parties” shall refer to Defendants, and any of their past, present, and future direct or indirect parents, subsidiaries, including Viant Fremont, Inc., predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

#### A. Deductions from the Settlement

The “Net Settlement Amount” or “NSA” means the portion of the Settlement Amount, available for distribution to Class Members after the deduction of (1) the Service Payment to the named Plaintiff in an amount up to \$10,000, for prosecution of the Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$7,500; (3) a payment of \$25,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$178,333.33 (1/3 of the Settlement Amount) for attorneys’ fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to court approval.

#### B. How Participating Class Member Individual Settlement Amounts are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount shall be allocated to each Participating Class Member based on his/her/their proportionate Workweeks during the Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member’s total Workweeks during the Class Period, and the denominator of which is the total Workweeks by all Participating Class Members during the Class Period. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims. Therefore, the value of each Participating Class Member’s Individual Settlement Amount ties directly to the amount of weeks that he or she worked during the Class Period (June 27, 2020 through May 30, 2025).

#### C. How PAGA Employee Individual Settlement Amounts are Calculated

If you are a PAGA Employee under the settlement, you will also receive a portion of the PAGA Penalties. Pursuant to PAGA, the LWDA will receive a payment of \$18,750 (75% of the \$25,000 total PAGA Penalties). Twenty-five percent (25%) of the \$25,000, or \$6,250, shall be paid to PAGA Employees. Each PAGA Employee shall receive a portion of the \$6,250 proportionate to the number of Pay Periods by the PAGA Employees during the PAGA Period compared to the total number of Pay Periods by all PAGA Employees during the PAGA Period. Therefore, the value of each PAGA Employee’s Individual Settlement Amount ties directly to the amount of weeks that he or she worked during the PAGA Period (June 25, 2023 through May 30, 2025).

#### D. Your Estimated Settlement Payment

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

If you are also a PAGA Employee, you will receive a share of the PAGA Penalties. Based upon the calculation above, your approximate share of the PAGA Penalties is as follows: \$ [REDACTED]. This is based on the Class Data which shows you worked [REDACTED] pay periods during the PAGA Period.

#### E. Tax Treatment of Your Settlement Payments

Ten percent (10%) of each Individual Settlement Amount for Participating Class Members is intended to settle claims for unpaid wages. This portion will be reduced by applicable payroll tax withholdings and deductions. Defendants’ share of legally required payroll taxes for this portion will be calculated by the Settlement Administrator and paid by Defendants separately from the Settlement Amount. The Settlement Administrator will

issue an IRS Form W-2 to each Participating Class Member with respect to this portion of his/her Individual Settlement Amount.

Ninety percent (90%) of the Individual Settlement Amount for Participating Class Members is intended to settle claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to this portion of his/her Individual Settlement Amount.

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

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

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

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

The attorneys for Plaintiff and the Class will be paid from the Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 1/3 of the Settlement Amount (\$178,333.33) for attorney fees and \$30,000 for litigation costs.

Defendants have paid all of their own attorneys' fees and costs.

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

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

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also contact Class Counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

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