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Attorneys for Plaintiff MIRANDA LOPEZ

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

MIRANDA LOPEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

v.

BEHAVIOR FRONTIERS, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22STCV15331

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 1, 2023
Time: 9:00 a.m.
Dept.: 6
Judge: Hon. Elihu M. Berle

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Lopez v. Behavior Frontiers, LLC* matter.
6 On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *of Class Action Settlement* (referred to as “Notice Packet”); (b) receiving and processing requests for
20 exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks
21 recorded by Defendant during the Class Period, as stated on their individualized Class Notice.; (d)
22 calculating individual settlement award amounts; (e) processing and mailing settlement award checks;
23 (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing
24 tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant
25 to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties
26 or as ordered by the Court for Apex to perform.

1 4. On December 14, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On December 22, 2023, Counsel for the Defendant provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 5,429 individuals.

9 6. In preparation for the mailing process, all 5,429 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On January 5, 2024, The Notice Packet was sent to all 5,429 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 372 returned Notice Packets as
20 undeliverable. Among these, 73 Notice Packets were returned with a forwarding address, and we
21 promptly re-mailed them to the provided forwarding address. For the remaining 299 Notice Packets
22 without a forwarding address, Apex conducted a computerized skip trace in order to acquire updated
23 addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted in obtaining
24 212 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First Class Mail.

25 9. As of the date of this declaration, there have been 285 Notice Packets re-mailed in total. Out of
26 these, 73 were re-sent due to a forwarding address provided by the USPS, while the remaining 212 were
27 re-mailed as a result of Apex's skip-tracing efforts.

1 10. As of the date of this declaration, 87 Notice Packets have been considered undeliverable as no
2 updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has not received requests for exclusion. The deadline for
4 submitting a request for exclusion from the Settlement is March 5, 2024.

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
6 deadline for submitting a written objection to the Settlement is March 5, 2024.

7 13. As of the date of this declaration, Apex will report 5,429 Participating Class Members,
8 constituting 100% of the total 5,429 Settlement Class Members.

9 14. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 176,546. The total workweeks after including the four weeks added to those Participating Class
11 Members whose employment with Defendant has terminated is 192,402. The Net Settlement Amount
12 available to Participating Class Members is estimated to be \$1,190,333.33 and was calculated by
13 subtracting the requested attorneys' fees (\$666,666.67), the amount requested for litigation costs and
14 expenses (\$40,000.00), the requested Class Representative Payment (\$10,000.00), the requested
15 Settlement Administration Costs (\$33,000.00), and the PAGA Payment (\$60,000.00) from the Gross
16 Settlement Amount (\$2,000,000.00).

17 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
18 to be approximately \$1,707.53 the *average* Individual Settlement Amount is currently estimated to be
19 approximately \$219.25, and the *lowest* Individual Settlement Amount is currently estimated to be
20 approximately \$6.19. These amounts are subject to employee-side tax and withholdings.

21 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$15,000.00) will be allocated to
22 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
23 cannot opt out of the PAGA settlement. There are 2,476 Aggrieved Employees who worked a total of
24 25,568 pay periods during the PAGA Period.

25 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$18.19, the
26 *average* individual PAGA share is approximately \$6.06, and the *lowest* individual PAGA share is
27 approximately \$0.59.

1 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
2 and anticipated expenses, amount to \$33,000.00. Apex will proceed with additional tasks related to this
3 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
4 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
5 upon by the Parties or ordered by the Court for Apex to undertake.

6 I declare under penalty of perjury under the laws of the State of California and the United States
7 that the foregoing is true and correct, and that this Declaration was executed this 5th day of February
8 2024, in Irvine, California.

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MADELY NAVA

Exhibit A

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

Miranda Lopez v. Behavior Frontiers, LLC Case No. 22STCV15331

***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 Behavior Frontiers, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Miranda Lopez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of individuals who are or previously were employed by Defendant in California in non-exempt positions during the Class Period (from May 9, 2018 to July 31, 2023) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for persons employed by Defendant in California in non-exempt positions during the PAGA Period (May 17, 2022, to July 31, 2023) (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class 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, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est Class PMT» (less withholding) and your Individual PAGA Payment is estimated to be \$«Est PAGA PMT»**. The actual amount you may receive may 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 did not work in California in a non-exempt position during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Workweeks» workweeks** in a non-exempt position in California during the Class Period, and **you worked «Pay Periods» pay periods** in a non-exempt position in California during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during the designated time periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to 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 and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period claims and PAGA Period penalty 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 Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Defendant. If you are an Aggrieved Employee, you 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 Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the 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 March 5, 2024	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by March 5, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any class action component 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.
You Can Participate in the April 9, 2024, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u>April 9, 2024, at 9:00 AM</u> . You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the class action components of the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by March 5, 2024	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day in a relevant position during the Class Period and how many PAGA Pay Periods you worked at least one day in a relevant position during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA 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 March 5, 2024. 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 failing to pay wages, including minimum and overtime wages (including failing to pay overtime at the proper regular rate of pay); failing to provide legally compliant meal and rest periods; failing to timely pay wages due upon termination and during employment; failing to reimburse for mandatory business expenses; failing to provide accurate itemized wage statements and maintain requisite payroll records; failing to pay paid sick leave at the correct rate of pay; and failing to properly pay reporting time pay. 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 in the Action:

The JCL Law Firm, APC, the Zakay Law Group, APLC, and Lawyers for Justice, PC ("Class Counsel.")

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?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired a neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) 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 Final Approval.

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

1. Gross Settlement Amount. Defendant will Pay \$2,000,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative 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 Amount on May 16, 2024, or within fourteen (14) days after the Judgment entered by the Court becomes final, whichever is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$666,666.67 (One-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to the Class Representative as a Class Representative Payment for filing the Action, working with Class Counsel and representing the Class, and executing a general release of all claims. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$33,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$60,000.00 for PAGA Payment, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. Former employees of Defendant will receive four weeks added to their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment (excluding the extra portion paid to former employees) to taxable wages (“Wage Portion”) and 75% to interest and penalties (“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 Class 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.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not 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 monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **MARCH 5, 2024**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **MARCH 5, 2024**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against 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.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release: all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action alleged in the Complaint and First Amended Complaint in the Lawsuit, and claims that reasonably could have been alleged based on the facts alleged in the Complaint and First Amended Complaint or based on any facts ascertained in the course of the litigation, including (a) any and all claims involving any alleged failure to pay wages for all time worked, including failure to compensate for alleged "off the clock" work, failure to pay minimum wage, and failure to pay overtime, (b) any and all claims involving any alleged failure to pay overtime at the regular rate of pay, (c) any and all claims involving any alleged failure to provide

compliant meal and rest periods, including failure to pay meal and rest period premium pay, (d) any and all claims involving any alleged failure to timely pay all wages due upon termination, (e) any and all claims involving any alleged failure to timely pay all wages due during employment, (f) any and all claims involving any alleged failure to provide compliant wage statements, (g) any and all claims involving any alleged failure to keep requisite payroll records, (h) any and all claims involving any alleged failure to reimburse business expenses, (i) any and all claims involving any alleged failure to pay paid sick leave at the correct rate of pay, and (j) any and all claims involving any alleged failure to properly pay reporting time pay, which occurred during the Class Period. The release shall include all Federal Fair Labor Standards Act claims which could have been brought based on the facts pleaded in the Complaint or First Amended Complaint.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), 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 PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts alleged in the Complaint, First Amended Complaint or notice of alleged PAGA violations to the LWDA ("PAGA Notice") or based on any facts ascertained in the course of the litigation, including (a) any and all claims involving any alleged failure to pay wages for all time worked, including failure to compensate for alleged "off the clock" work, failure to pay minimum wage, and failure to pay overtime, (b) any and all claims involving any alleged failure to pay overtime at the regular rate of pay, (c) any and all claims involving any alleged failure to provide compliant meal and rest periods, including failure to pay meal and rest period premium pay, (d) any and all claims involving any alleged failure to timely pay all wages due upon termination, (e) any and all claims involving any alleged failure to timely pay all wages due during employment, (f) any and all claims involving any alleged failure to provide compliant wage statements, (g) any and all claims involving any alleged failure to keep requisite payroll records, (h) any and all claims involving any alleged failure to reimburse business expenses, (i) any and all claims involving any alleged failure to pay paid sick leave at the correct rate of pay, and (j) any and all claims involving any alleged failure to properly pay reporting time pay, which occurred during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. Class Members who are no longer employed by Defendant will receive four weeks added to their total number of Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class 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 **MARCH 5, 2024**, to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. 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 PAGA 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 PAGA 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. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. 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 does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).
2. Aggrieved Employees (including those who are Non-Participating Class Members). The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Miranda Lopez v. Behavior Frontiers, LLC Case No. 22STCV15331*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by MARCH 5, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. On or before February 5, 2024, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.apexclassaction.com/behaviorfrontiers or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any class action component of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Service Award may wish to object. **The deadline for sending written objections to the Administrator is MARCH 5, 2024.** 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 *Miranda Lopez v. Behavior Frontiers, LLC Case No. 22STCV15331* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **April 9, 2024, at 9:00** am in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide

whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount 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 LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.apexclassaction.com/behaviorfrontiers 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 Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's website at www.apexclassaction.com/behaviorfrontiers. 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://portal.sccourt.org/search>) and entering the Case Number for the Action, Case No. 22STCV15331. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

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

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F: 818-265-1021
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Settlement Administrator :

Apex Class Action LLC

P.O. Box 54668
Irvine, CA 92619
Tel: (800) 355-0700

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.