

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO MONEY FROM A CLASS ACTION SETTLEMENT.**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

**If you worked in California for R&B Sales and Marketing, Inc. or Techtronic Industries North America, Inc. in an hourly position at any time between January 31, 2017 and March 21, 2021, a class action settlement may affect your rights.**

*A court ordered this notice. This is not a solicitation from a lawyer.*

Plaintiffs Sergio Arellano, Edgar Murillo, John Henry, and Curt Uyemura, former non-exempt employees for R&B Sales and Marketing, sued R&B Sales and Marketing, Inc. and Techtronic Industries North America, Inc. (collectively “R&B Sales” or “Defendants”) alleging that Defendants violated various provisions of the California Labor Code, California Business and Professions Code, and the federal Fair Labor Standards Act. The Honorable Carolyn B. Kuhl, Judge of the Los Angeles County Superior Court, presides over this case. The lawsuit is known as *Arellano, et al. v. R&B Sales and Marketing, et al.*, Case No. 20STCV04112.

The purpose of this Notice is to inform you of a proposed settlement (the “Settlement”) of the case. The Settlement is on behalf of two groups of Defendants’ non-exempt employees. One group consists of non-exempt, hourly employees who worked in California at any time between January 31, 2017 and March 21, 2021, (“California Settlement Class”). The other group consists of non-exempt, hourly employees of either Defendant who performed in-store sales at Home Depot stores in any state other than California at any time between March 16, 2019 and March 21, 2021 (“Non-California Opt-In Eligible Plaintiffs”).

Because the Defendants’ records show that you qualify as a California Settlement Class Member, you will receive money from the Settlement if the Court grants final approval of the Settlement, unless you decide to “opt out” of the Settlement.

Your legal rights may be affected whether you act or do not act. Read this Notice carefully. If you have questions, you can contact the lawyers for the Plaintiffs (listed at the end of this Notice).

Notwithstanding the terms of this settlement, R&B Sales and Marketing, Inc. or Techtronic Industries North America, Inc. both continue to deny any wrongdoing.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	You WILL be mailed a Settlement payment in the approximate amount stated on <b>Attachment A</b> to this Notice unless the Court decides not to grant “final approval” of the Settlement. By receiving a payment, you will be bound by the terms of the Settlement.
<b>OBJECT</b>	If you want to object to the Settlement for any reason, you can either send the Settlement Administrator your objection in writing, or appear at the Final Approval Hearing to voice your objection to the Settlement. Written objections must be post marked by July 19, 2022. If you object, you will still be deemed a California Class Member, covered by the Settlement’s

	terms, and you will receive money from the Settlement.
<b>ASK TO BE EXCLUDED</b>	<p>If you do not wish to participate in the Settlement, you must send a letter requesting exclusion. You will get no payment in the Settlement. You will keep the right to sue the Defendants on your own about the claims resolved by this Settlement. Your request for exclusion must be post marked by July 19, 2022.</p> <p>However, because this settlement resolves claims and actions brought pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), no Class Member who worked at any time during the period from January 31, 2019 through March 21, 2021 (“PAGA Members”) has the right to exclude himself or herself from the PAGA portion of the settlement. PAGA Members will be bound by the terms of the Settlement and the release of the PAGA claims summarized herein, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement.</p>

This Notice explains your rights and options in detail. **To ask to be excluded (opt out) or to submit written objections to the settlement, you must follow the steps described in this Notice no later than July 19, 2022.**

**YOUR ESTIMATED SETTLEMENT AMOUNT:** Enclosed with this Notice is an individualized Statement of Weeks Worked Form (“Attachment A”), which will state your estimated settlement amount. The amount is calculated based on the number of weeks you worked in California as a non-exempt, hourly employee at any time between January 31, 2017 and March 21, 2021. **If there are errors on the form, you can follow the steps on the form to submit corrections. Any corrections must be submitted no later than July 19, 2022.**

\* \* \*

**MORE DETAILED INFORMATION**

**I. WHAT IS THIS CASE ABOUT?**

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a class and collective action lawsuit pending before Judge Carolyn B. Kuhl of the Superior Court of California for the County of Los Angeles (the “Court”) entitled *Sergio Arellano, Edgar Murillo, John Henry and Curt Uyemura, individually and on behalf of other members for the general public similarly situated, v. R&B Sales and Marketing, Inc. and Techtronic Industries North America Inc.*, Case No. 20STCV04112, (“Litigation”). This Notice is given by Order of the Court.

Sergio Arellano, Edgar Murillo, John Henry and Curt Uyemura (“Class and Collective Action Representatives”) bring this Litigation on behalf of all California Settlement Class Members (all individuals employed: (1) in California, (2) by either Defendant, (3) in a non-exempt-hourly job position; and (4) at any time between January 31, 2017 and March 21, 2021 (“California Class Period”). The Class and Collective Action Representatives also bring this Litigation on behalf of Non-California Opt-In Eligible Plaintiffs (all individuals employed (1) in any state other than California; (2) by either Defendant; (3) in a non-exempt, hourly position in which the employee

performed in-store sales at Home Depot Stores; (4) at any time between March 16, 2019 and March 21, 2021 (“Non-California FLSA Period”).

The Litigation alleges that Defendants failed to pay overtime wages to the California Settlement Class Members and the Non-California Opt-In Eligible Plaintiffs in violation of the federal Fair Labor Standards Act. The Litigation also alleges violations of California laws with respect to the California Class Members only, which are that Defendants (1) failed to pay overtime wages due for overtime hours worked under California law; (2) failure to pay minimum wages for all hours worked; (3) failed to provide legally required meal periods or pay premium pay due for such failure; (4) failed to provide legally required rest periods or pay premium pay due for such failure; (5) failed to furnish timely wage statements or failed to maintain adequate payroll records; (6) failed to timely pay wages or pay all wages due upon termination of employment; (7) failed to reimburse for business expenses; (8) failure to provide reporting time pay; (9) violated the unfair competition laws (Business & Professions Code §§17200, et seq.); and (10) violated the California Labor Code Private Attorney’s General Act (“PAGA”).

Defendants do not admit engaging in any unlawful conduct as alleged in this Litigation and continue to deny the claims and charges of wrongdoing and liability.

## **II. WHAT ARE THE TERMS OF THE SETTLEMENT?**

Defendants deny that they owe money related to any of the allegations listed above. Defendants are settling the matter as a compromise and to avoid incurring unnecessary legal expense defending the matter. Defendants reserve the right to object to any claim if for any reason the Settlement fails. Defendants further deny that there was any joint employer relationship between Defendants or that Techtronic Industries North America, Inc. employed the California Settlement Class Members or the Non-California Opt-In Eligible Plaintiffs.

The Settlement applies to all California Settlement Class Members who do not timely submit a correctly completed Opt Out Letter. The determination of how much each California Settlement Class Member will receive as part of this Settlement depends on the number of weeks worked within the California Class Period during which he or she worked as an in-store sales representative (“Qualifying Work Weeks”).

The parties reached a Settlement in which Defendants’ total maximum liability, will not exceed Two Million, One Hundred and Twelve Thousand, Five Hundred Dollars and Zero Cents (\$2,112,500.00) (“Settlement Sum”) plus the employer’s share of tax liabilities. The Settlement Sum allocates \$1,562,500.00 for California Class Members and \$550,000.00 for Non-California Opt-In Eligible Plaintiffs. All amounts to be paid by Defendants from the Settlement Sum shall be paid to a qualified settlement fund (“Qualified Settlement Fund”), which shall be administered by CPT Group, Inc., the Settlement Administrator.

California Settlement Class Members will participate in the Settlement if they do not Opt Out. California Settlement Class Members will not pay any out-of-pocket costs.

On March 16, 2022, the Court conditionally granted preliminary approval of the California class action settlement and nationwide FLSA settlement against Defendants and directed that you receive this Notice.

**A. Additional Payments from the Maximum Settlement Amount**

The “California Settlement Fund” is the portion of the Settlement Sum allocated toward the settlement of the claims of the California Settlement Class Members. That total amount is equal to \$1,562,500.00. All payments to the California Settlement Class Members shall be made from this Fund, minus the payments below, which are subject to final approval from the Court.

**1. Fee and Cost Award for Class Counsel**

Settlement Class Counsel filed the Litigation on behalf of Plaintiffs and all other similarly situated individuals. Settlement Class Counsel conducted informal discovery and negotiated the settlement of this matter. Settlement Class Counsel will request attorneys’ fees in an amount of up to \$520,833.33 which represents 33 1/3% of the California Settlement Fund. Class Counsel will also request reimbursement of litigation costs and expenses in the amount of up to \$10,000.00. If approved by the Court, this amount will be paid from the California Settlement Fund. These attorneys’ fees and costs shall compensate Settlement Class Counsel for the work they have performed and will perform, and the expenses they have incurred and will incur, through any approved distribution of the California Settlement Fund. Neither Non-California Opt-In Eligible Plaintiffs nor California Settlement Class Members will be personally responsible for any of Settlement Class Counsel’s attorneys’ fees and costs.

**2. Service Award to the Class Representatives**

Settlement Class Counsel will also seek an enhanced recovery of no more than \$7,500.00 each for Sergio Arellano, Edgar Murillo, John Henry and Curt Uyemura (“Service Awards”) for serving as representative plaintiffs on behalf of the Settlement Class. This will be in addition to whatever payment they are otherwise entitled to as a Settlement Class Member. If approved by the Court, this amount will be paid from the California Settlement Fund.

**3. Settlement Administration Costs**

Settlement Administration Costs, estimated at \$7,000.00, will be paid to the Settlement Administrator, CPT Group, Inc., for its services, including but not limited to distributing Class Notices to California Settlement Class Members (collectively “Participating Claimants”), processing Opt-Out Letters, calculating Settlement payments, and distributing Settlement payments to the Participating Claimants.

**4. Payroll Taxes - Employer and Employee Tax Obligations**

Once the amount of payment for each Participating Claimant is determined, the Settlement Administrator will calculate the total amount of employee withholding taxes for the portion of the Settlement payment designated as wages as required by law. This total amount will be deducted from the California Settlement Fund. Defendants will separately pay the employer withholding taxes on the Settlement payment designated as wages.

**5. PAGA Penalties**

Defendants shall pay \$100,000.00 for settlement of claims brought under the Private Attorneys’ General Act (“PAGA”) from the California Settlement Fund. The PAGA payment shall be allocated as follows: \$75,000.00 (75%) to the California Labor & Workforce Development Agency

(“LWDA”), and \$25,000.00 (25%) to PAGA Members (regardless of whether they opt out of the class settlement).

**B. Release of Claims**

The proposed settlement is intended to settle all claims and causes of action of any nature and description whatsoever, whether known or unknown, that are or which could have been asserted at any time in the Second Amended Complaint based on the facts alleged in the Second Amended Complaint.

The Released Claims for California Class Members who do not timely request exclusion and opt out of this Settlement include all claims which were asserted or could have been asserted at any time in the Second Amended Complaint based on the facts alleged in the Second Amended Complaint, including, but is not limited to, any claim for unpaid wages, unpaid penalties, failure to pay overtime, minimum wage or other hours worked, failure to pay overtime wages due based on the correct regular rate of pay, failure to provide compliant meal periods or rest breaks, failure to make premium payments in lieu of providing meal periods or rest breaks, failure to reimburse for business expenses, failure to provide suitable seating, failure to pay reporting time pay, failure to provide timely payment of wages during employment or at the time of termination, failure to provide accurate wage statements, failure to maintain adequate payroll records, any alleged civil and statutory penalties, or any other claims under the Fair Labor Standards Act (“FLSA”), California Labor Code, the applicable California Wage Order, or federal law which were or could have been asserted in the Second Amended Complaint at any time during the California Class Period based on the facts alleged in the Second Amended Complaint, or any claim under Business and Professions Code section 17200 *et al.* pertaining to such claims. (“Released Claims”). The effect of the Settlement extends to Defendants and their respective parents, subsidiaries, affiliates, predecessors, successors, directors, officers, employees and others, as more fully described in the Settlement Agreement (“Released Parties”).

By signing the settlement check that will be mailed to you by the Settlement Administrator, California Settlement Class Members shall be deemed to have opted-in for purposes of the Fair Labor Standards Act claims referred to in the Released Claims and release all Fair Labor Standards Act claims.

All PAGA Members, regardless of whether they submit Opt Out Letters, will release all claims for PAGA civil penalties that were brought, or could have been brought, based on the facts alleged in Plaintiffs’ LWDA letters, during the PAGA Period. This includes violations of California Labor Codes section 201, 202, 203, 204, 204.3, 222.5, 226, 226.3, 226.7, 256, 510, 512, 513, 516, 558, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2810.5, the related provisions of California Wage Order 7 and violation of California Code of Regulations Title 8, Section 11070, Subdivision 5 (A),14(A) and (B) during the period from January 31, 2019 to March 21, 2021.

**III. IF I CHOOSE TO PARTICIPATE, HOW IS MY SHARE OF THE SETTLEMENT CALCULATED?**

The California Settlement Class Members who do not submit a correctly completed Opt Out Letter shall receive an amount based on the number of Qualifying Work Weeks, which is the number of weeks worked as an in-store sales representative during the Class Period in California.

To determine the value for each Qualifying Work Week, the Settlement Administrator will divide the California Settlement Fund (after all applicable deductions for fees, costs and awards) by the total number of Qualifying Work Weeks worked by all California Class Members. That dollar amount equals the weekly recovery value (“Weekly Recovery”) for each Qualifying Work Week. Next, for each California Class Member, the Settlement Administrator shall compute the California Class Member’s Individual Payment Amount by multiplying the California Class Member’s total Qualifying Work Weeks by the Weekly Recovery.

**Your estimated Individual Settlement Class Member payment is included on Attachment A.**

#### **IV. TAXABLE PORTION OF SETTLEMENT PAYMENTS**

For purposes of tax payment obligations, 25% of each Individual Payment Amount to each California Settlement Class Member shall be treated as wages (subject to all required withholdings), and 75% shall be treated as interest, penalties, liquidated damages, and other non-wage recovery. The allocations for interest, penalties, liquidated damages, and other non-wage recovery shall not be subject to withholdings or deductions and shall be reported as non-wage income.

An IRS Tax Form W-2 will be issued to each California Settlement Class Member with regard to the portion of the Settlement payments attributable to wages and any required IRS Tax Form 1099 will be issued with regard to the remaining portion of the Settlement payments. California Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

#### **V. EFFECT OF ENDORSING AND CASHING THE SETTLEMENT CHECK**

By signing the settlement check that will be mailed to you by the Settlement Administrator, as a California Settlement Class Member, you shall be deemed to have opted-in to the Settlement Class for purposes of the Fair Labor Standards Act claims referred to in the Released Claims.

#### **VI. WHAT ARE MY RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?**

You have three options under this Settlement, discussed below: (A) opt out from the Settlement, (B) object to the Settlement, or (C) do nothing.

##### **A. If You Want To Request Exclusion From The Settlement**

If you do not wish to participate in the Settlement, you must send an Opt Out Letter bearing a postmark no later than July 19, 2022. The Opt Out Letter must be sent to *Arellano, et al. v. R&B Sales and Marketing, et al.*, Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. The Opt Out Letter must: (1) legibly state your name, (2) state that you do not wish to participate in the Settlement, and (3) that you request exclusion from the Settlement. Opt Out Letters must be made individually and cannot be made on behalf of a group of employees or on behalf of other California Settlement Class Members. If you choose to opt out of the Settlement, you will not receive any money from the Settlement (except that PAGA Members will still receive their portions of the PAGA settlement). Any such person, at his/her own expense, may pursue any claims he/she may have against Defendants. However, there are deadlines to pursuing such claims known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing any individual claims you might have if you decide to opt out of the Settlement.

The judgment will bind all California Settlement Class Members who do not properly submit and complete an Opt Out Letter.

**B. If You Want To Object To The Settlement**

You may object, personally or through an attorney at your own expense, to the proposed Settlement by either submitting a written objection to the Settlement Administrator no later than July 19, 2022, or by appearing personally or through an attorney at the Final Approval Hearing to voice your objection to the Settlement.

If you submit a valid and timely Opt Out Letter, you cannot object to the Settlement.

California Settlement Class Members are hereby notified that even if they object, they will still be deemed as California Settlement Class Members and will receive money from the Settlement if approved by the Court. You will be covered by the Settlement unless you opt out.

**C. If You Choose To Do Nothing**

If you do nothing, and the Court approves the Settlement, you will be bound by the terms of the Settlement and the release and you will receive money under the Settlement in the form of a check mailed by the Settlement Administrator.

**D. What If The Statement Of Weeks Worked Is Incorrect?**

If the weeks worked information or contact information on the Statement of Weeks Worked Form is incorrect, you should correct this information by completing and signing the enclosed Statement of Weeks Worked Form under penalty of perjury and mail it to the Settlement Administrator, with any supporting documents, no later than July 19, 2022. If the information is correct, you do not need to do anything with the form. If you lose, misplace, or need another Statement of Weeks Worked Form, you should contact the Settlement Administrator.

**VII. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

The Court will conduct a Final Fairness and Approval Hearing on September 6, 2022, at 10:30 a.m. in Department 12 of the Superior Court of California, County of Los Angeles located at 312 N. Spring Street, Los Angeles, California 90012. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Service Award to be paid to the Class Representatives, and other payments discussed above. The Final Fairness and Approval Hearing may be continued without further notice.

**You are not required to attend the hearing, but if you wish to attend, you may attend the hearing by audio or video (remotely), which can be set up through LA Court Connect ([www.lacourt.org/lacc/](http://www.lacourt.org/lacc/)). A prescheduled appointment is currently necessary to review any documents in the clerk's office.**

**VIII. WHAT IF I NEED MORE INFORMATION?**

The foregoing is only a summary of the Litigation and the proposed Settlement and does not purport to be comprehensive. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Los Angeles County Superior Court's website at <https://www.lacourt.org/documentimages/civilImages/SearchByCaseNumber.aspx>. After arriving at the website, enter 20STCV04112 as the case number and click "SEARCH." Images of every document filed in the case may be viewed for a minimal charge.

In addition, you can find a copy of this Notice, the Complaint, the Settlement Agreement, the Motion for Preliminary Approval, the Order Granting Preliminary Approval, and when available, the Motion for Final Approval, the Motion for Attorneys' Fees and Costs, and the Order Granting Final Approval at the following website  
[www.cptgroupcaseinfo.com/RBSalesSettlement](http://www.cptgroupcaseinfo.com/RBSalesSettlement).

If you have any questions, you can call the Settlement Administrator at 1(888) 281-3962, toll free. You may also contact Class Counsel to ask about the Class Action Settlement. Class Counsel's contact information is as follows:

Raul Perez (174687)  
Bevin Allen Pike (221936)  
Orlando Villalba (232165)  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
[info@RBSalesLawsuit.com](mailto:info@RBSalesLawsuit.com)  
1(888) 409-3657

Laura L. Ho (173179)  
Byron Goldstein (289306)  
GOLDSTEIN, BORGEN, DARDARIAN & HO  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
[ttisettlement@gbdhlegal.com](mailto:ttisettlement@gbdhlegal.com)  
1(877) 290-7905

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH  
INQUIRIES ABOUT THE SETTLEMENT.**



**Attachment A**

**STATEMENT OF WEEKS WORKED FORM**

*Arellano, et al. v. R&B Sales and Marketing, et al.,*

Superior Court for the State of California, County of Los Angeles  
Case No. 20STCV04112

**THIS FORM IS FOR YOUR INFORMATION ABOUT YOUR ESTIMATED SETTLEMENT SHARE. YOU DO NOT NEED TO DO ANYTHING WITH THIS FORM UNLESS THE INFORMATION ABOUT YOU ON THE FORM IS INCORRECT.**

This Statement of Weeks Worked Form includes information based on the records of R&B Sales and Marketing, Inc. and Techtronic Industries North America, Inc. (collectively “R&B Sales” or “Defendants”). IT IS IMPORTANT THAT YOU CAREFULLY CHECK THE INFORMATION PERTAINING TO YOUR CONTACT INFORMATION IN PART I BELOW AND CORRECT ANY INACCURACIES. NOTE: If you wish to make any corrections, this Statement of Weeks Worked Form must be postmarked no later than July 19, 2022 and received by the Settlement Administrator to be processed.

**INSTRUCTIONS**

This Statement of Weeks Worked Form is to provide you with an opportunity to verify your name and contact information and to correct any information regarding the timeframe you worked for either Defendant in California as a non-exempt, hourly employee.

**YOU DO NOT NEED TO COMPLETE THIS FORM TO SHARE IN AND RECEIVE THE SETTLEMENT PROCEEDS IN THIS LAWSUIT. IF YOU WANT TO CORRECT THE INFORMATION ON THIS FORM, YOUR COMPLETED AND SIGNED STATEMENT OF WEEKS WORKED FORM MUST BE POSTMARKED ON OR BEFORE JULY 19, 2022. YOU MUST SEND IT BY FIRST-CLASS UNITED STATES MAIL, OR THE EQUIVALENT, TO THE FOLLOWING ADDRESS:**

*Arellano, et al. v. R&B Sales and Marketing, et al.,*  
Settlement Administrator  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

You should keep a copy of the completed Statement of Weeks Worked Form and record the date on which you mailed it for your records. If you would like an acknowledgment of receipt for these documents, please send them certified mail, return receipt requested. If you move, please send your new address to the Settlement Administrator at the address listed above.

Only California Settlement Class Members or their legal representatives may submit a Statement of Weeks Worked Form. Any executor, administrator, guardian, conservator, or

trustee who submits a Statement of Weeks Worked Form on behalf of a California Settlement Class Member or his or her estate must (1) sign the Statement of Weeks Worked Form on the California Settlement Class Member's behalf; (2) indicate his or her title as representative (i.e., executor, trustee, etc.); and (3) submit proof of his or her authority to act on the California Settlement Class Member's behalf.

If you have questions about your claim or how to complete this Statement of Weeks Worked Form, you may call the Settlement Administrator at 1(888) 281-3962.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

*[Remainder of this page intentionally left blank]*

**PART I: CLAIMANT IDENTIFICATION**

<<EmployeeName>>  
<<Address1>> <<Address2>>  
<<City>>, <<State>> <<Zip Code>>

**If any of the above contact information is inaccurate, please provide the correct information below:**

\_\_\_\_\_  
Name (First, Middle, Last)

\_\_\_\_\_  
Name Used While Employed by either Defendant [if different from current name - First, Middle, Last]

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: home: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Telephone: work/cell: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**PART II: EMPLOYMENT**

**Section A: Claim Based on Defendants' Records**

Defendants' records indicate that between January 31, 2017 and March 21, 2021 ("Class Period") you were employed in California by Defendant in a non-exempt, hourly job position:

From <<CAClass\_qHdate1>> to <<CAClass\_qTdate1>>  
[And from <<CAClass\_qHdate2>> to <<CAClass\_qTdate2>>]

Based on the number of weeks worked above, your estimated Individual Payment Amount is <<CAClass\_estAmount>>.

This Individual Payment Amount is based on the number of weeks worked by you as an as an hourly, non-exempt in-store sales representative in California and the Weekly Recovery Value of those weeks as described in the attached Notice.

**Section B: Claim Based on Information Provided by Settlement Class Member.**

Complete this section only if you believe that the information set forth in Section A above is not accurate. When you return this Statement of Weeks Worked Form to the Settlement Administrator, you must also send any documentation that supports or relates to the information that you provide in this Section B. Please do not include any time periods (1) before January 31, 2017, or (2) after March 21, 2021.

These are the dates I was employed as a non-exempt, hourly employee in California:

From \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_

From \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_ (If employed more than once)

Please attach any records which document or support the dates you were employed by either Defendant as a non-exempt hourly employee in California.

**DECLARATION AND SIGNATURE**

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing information is true and correct to the best of my knowledge, including during the period of my employment occurring within the time period of January 31, 2017 and March 21, 2021.

DATED: \_\_\_ / \_\_\_ / 2022

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME