

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

[*Pena v. Ayzenberg Group, Inc.*, LASC Case No. 21STCV15447; *Eric Ulbrich v. Ayzenberg Group, Inc.*, LASC Case No. 21STV42580]

***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 the settlement of an employee class action lawsuit and a related representative lawsuit (collectively, the “**Action**”) against Ayzenberg Group, Inc. (“**Ayzenberg**”) for alleged wage and hour violations. The Action is comprised of related lawsuits filed by former Ayzenberg employees Thomas Pena, Eric Ulbrich, and Mark Ramsey (collectively, “**Plaintiffs**”), and seeks payment of (1) back wages and penalties for a class consisting of all persons paid compensation (directly or through a loan-out entity) on account of services provided for Ayzenberg in the production of Motion Pictures, as defined by California Labor Code § 201.5 during the Class Period (October 24, 2016, to February 8, 2023) (“**Class Members**”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons paid compensation (directly or through a loan-out entity) on account of services provided for Ayzenberg in the production of Motion Pictures, as defined by California Labor Code § 201.5 during the PAGA Period (October 24, 2019 to February 8, 2023) (“**Aggrieved Employees**”).

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

Based on Ayzenberg’s records and the Parties’ current assumptions, your Individual Class Payment is estimated to be <<\$EstAmount>> (less state and federal withholdings and other authorized deductions, if applicable), and your Individual PAGA Payment is estimated to be <<\$PAGA\_Amount>>. The actual amount you receive will likely be different, and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Ayzenberg’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Ayzenberg’s records showing that you worked <<PayPeriods>> Pay Periods during the Class Period, and you worked <<PAGA\_Periods>> Pay Periods during the PAGA Period. If you believe that you worked more Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. 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 will decide how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Ayzenberg to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Ayzenberg.

If you worked for Ayzenberg 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 wage claims and PAGA Period penalty claims against Ayzenberg.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Class Payment, and will preserve your right to personally pursue Class Period wage claims against Ayzenberg on an individual basis. However, you will remain eligible for an Individual PAGA Payment (and release Ayzenberg from PAGA Period penalty claims). You cannot opt-out of the PAGA portion of the proposed Settlement.

Ayzenberg 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**

<p><b>You Do Not Have to Do Anything to Participate in the Settlement</b></p>	<p>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 wage and hour claims and PAGA penalty claims against Ayzenberg based on the Class Period facts and PAGA Period facts respectively alleged in the Action.</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt- Out Deadline is May 8, 2023.</b></p>	<p>If you do not 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.</p> <p style="text-align: center;">See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. A request for exclusion only applies to the class claims and not the PAGA claim. Accordingly, any Class Member who excludes themselves from the class claims will not be excluded from the PAGA claim release and will be bound by the Judgment entered by the Court. Non-Participating Class Members also cannot object to any portion of the proposed Settlement.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p>	<p>Participating Class Members can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs.</p>
<p><b>Written Objections Should be Submitted by May 8, 2023.</b></p>	<p>Payments to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p><b>You Can Participate in the June 20, 2023, at 9:00 a.m. Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on June 20, 2023, at 9:00 a.m. 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 Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by May 8, 2023.</b></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Pay Periods in which you worked at least one day during the Class Period and the PAGA Period, respectively.</p> <p>The number of Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Ayzenberg’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by May 8, 2023. See Section 4 of this Notice.</p>

## 1. WHAT IS THE ACTION ABOUT?

The Action filed by Plaintiffs accuses Ayzenberg of violating California labor laws by failing to pay minimum wages, overtime wages, and wages due upon termination, and failing to provide proper meal periods, rest breaks and accurate itemized wage statements, amongst other alleged violations of the California Labor Code. Based on the same claims, Plaintiff Eric Ulbrich has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“**PAGA**”) in *Ulbrich v. Ayzenberg Group, Inc., et al.*, (Case No. 21STCV42580). Plaintiffs are represented by these attorneys in the Action: Alan Harris and Priya Mohan of Harris & Ruble (“**Class Counsel**”).

Ayzenberg steadfastly denies violating any laws and contends that its conduct is and has been lawful at all times.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Ayzenberg or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Ayzenberg hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“**Agreement**”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Ayzenberg 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, Ayzenberg does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Ayzenberg 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?

- (a) Ayzenberg Will Pay \$600,000 as the Class Settlement Amount (Gross Settlement). Ayzenberg has agreed to deposit the Class Settlement Amount into an account controlled by the Administrator of the Settlement. Assuming the Court grants Final Approval, Ayzenberg will pay the Class Settlement Amount not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final no later than 45 days after the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. After receipt of the Class Settlement Amount, the Administrator will then issue the following payments within fourteen (14) calendar days: payments to Participating Class Members/PAGA Members; (b) Named Plaintiffs’ Class Representative Incentive Awards. (c) the Labor and Workforce Development Agency (“**LWDA**”) for the 75% portion of the PAGA payment; (d), Class Counsel; and (e) the Administrator for its expenses.
- (b) Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - a. Up to \$200,000 (33.3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- b. Up to \$7,500 each to Thomas Pena, Eric Ulbrich, and Mark Ramsey as a Class Representative Incentive Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Incentive Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- c. The costs of the Administrator for services administering the Settlement, which are currently estimated to be \$15,000.
- d. Up to \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their Pay Periods during the PAGA Period.

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

- (c) Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Pay Periods during the Class Period.
- (d) Taxes Owed on Payments to Class Members. Plaintiffs and Ayzenberg are asking the Court to approve an allocation of twenty percent of each Individual Class Payment to taxable wages ("Wage Portion") and forty percent to interest and forty percent to penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Ayzenberg will separately pay employer-side payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are for penalties rather than wages. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Ayzenberg 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.

- (e) 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, you should consult the rules of the Fund for instructions on how to retrieve your money.
- (f) 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 May 8, 2023, that you wish to opt-out. The Request for Exclusion may contain: (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number; and (b) a statement requesting to be excluded from the settlement of the class claims. The Request for Exclusion must be returned to the Settlement Administrator by mail at *Pena et al. v. Ayzenberg Group, Inc. et al. c/o CPT Group, Inc. 50 Corporate Park, Irvine California 92606* and be postmarked on or before May 8, 2023. 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 Ayzenberg.

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 Ayzenberg based on the PAGA Period facts alleged in the Action.

- (g) 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. Plaintiffs and Ayzenberg have agreed that, in either case, the Settlement will be void Ayzenberg will not pay any money and Class Members will not release any claims against Ayzenberg.
- (h) Administrator. The Court has appointed a neutral company, CPT Group, Inc. (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 regarding Pay Periods, 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.
- (i) Participating Class Members’ Release. After the Judgment is final and Ayzenberg has fully funded the Gross Settlement (and separately paid all employer-side 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 Ayzenberg 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:

The Released Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from the facts and claims asserted in the Operative Complaint, as amended, and/or that could have been asserted based on the facts alleged in the Operative Complaint, as amended, against Defendant, including without limitation, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief or other relief under Business & Professions Code § 17200, et seq., based on the following categories: (a) any and all claims involving any alleged failure to pay the minimum wages required by federal, state or local law, including prevailing wages; (b) any and all claims arising under federal, state or local law involving any alleged failure to pay for all hours worked, including but not limited to any claim for minimum, straight time, overtime, or double time wages; (c) any and all claims arising under federal, state or local law involving any alleged failure to pay straight time, overtime or double time wages, including but not limited to any claim involving “off the clock” work, and any claim involving Defendant’s workday or workweek, and any claim involving failure to include shift differentials, bonuses, other incentive pay, or compensation of any kind in the “regular rate” of pay; (d) any and all claims arising under federal, state or local law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums at the regular rate of compensation required by Labor Code § 226.7; (e) any and all claims arising under federal, state or local law involving any alleged failure to keep accurate records or to issue proper wage statements; (f) any and all claims arising under federal, state or local law involving any alleged failure to timely pay wages, including but not limited to any claim that Defendant violated Labor Code §§ 201 or 202, and any claim for waiting time penalties under Labor Code § 203; (g) any and all claims arising under federal, state or local law involving any alleged failure to reimburse for necessary business expenses, including under Labor Code §§2800 or 2802; (h) any and all claims for unfair business practices in violation of California Business and Professions Code sections 17200, et seq.; and (i) any and all penalties pursuant to the Private Attorneys General Act (“PAGA”) of 2004 (collectively, the “Released Claims”). The Released Claims include all such claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 201.5, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 256, 510, 511, 512, 515, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 1770 et seq., 2800, 2802, 2810.5, 2698 et seq., and 2699 et seq.); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the California Civil Code, to include but not be limited to claims under § 3336; the California common law of contract; the Fair Labor Standards Act, 29

U.S.C. § 201 et seq.; and federal common law. Participating Class Members who negotiate or otherwise deposit their Settlement Payment Check will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act (“FLSA”) and as to those Class Members they expressly waive and release any FLSA claims, arising during the Class Period and reasonably related to the claims and allegations in the Operative Complaint, as amended. This release excludes the release of claims not permitted by law.

It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have res judicata effect and be final and binding upon Plaintiffs and all Class Members who have not expressly requested to be excluded from of the Settlement. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. In addition to the releases given above, PAGA Members release Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts contained in Plaintiffs’ notices to the LWDA and the Operative Complaint. This release shall apply to claims arising during the Class Period.

The Released Parties include Ayzenberg Group, Inc., Eric Ayzenberg, Adriane Zaduke, and Kristen Vaik Vazquez as named by Named Plaintiffs in the Operative Complaint, as amended, and Ayzenberg Group, Inc.’s past, present and/or future, direct and/or indirect, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/ corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, any entity with potential joint liability, employee benefit plans, and fiduciaries thereof, and all of their respective directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

- (j) Ayzenberg Can Terminate the Settlement if Class Participation Is Too Low. If more than five (5)% of Class Members timely and validly opt-out of the Settlement, Ayzenberg has the right, but not the obligation, to terminate the proposed Settlement. If Ayzenberg terminates, it will have no obligation to make any payments to Class Members and Class Members will retain, rather than release, their rights to individually pursue claims against Ayzenberg.

#### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- (a) Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Pay Periods worked by each individual Participating Class Member.
- (b) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
- (c) Pay Period Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Ayzenberg’s records, are stated in the first page of this Notice. **You have until May 8, 2023, to challenge the number of 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.
- (d) You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Ayzenberg’s calculation of Pay Periods based on Ayzenberg’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 Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Ayzenberg's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

- (a) 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.
- (b) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).
- (c) Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

The Request for Exclusion means a notice submitted by a Class Member requesting to be excluded from the Settlement. The Request for Exclusion may: (a) contain the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number; and (b) contain a statement requesting to be excluded from the settlement of the class claims. **The Administrator must be sent your request to be excluded by May 8, 2023, 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 Plaintiffs and Ayzenberg are asking the Court to approve. At least 16 court days before the June 20, 2023, Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service 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.cptgroupcaseinfo.com/ayzenberggroupsettlement](http://www.cptgroupcaseinfo.com/ayzenberggroupsettlement) or the Court's website <https://www.lacourt.org/newsmedia/ui/AccessLaCourtYourWay.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is May 8, 2023.** The objection should include: (a) the objector's full name, signature, address, and telephone number, and the last four digits of their social security number or employee ID number; (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; and (c) copies of any papers, briefs, or other documents upon which the objection is based. Make sure you identify the Action as *Thomas Pena v. Ayzenberg Group, Inc.* 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 do not have to, attend the Final Approval Hearing on June 20, 2023, at 9:00 a.m. in Department 17 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 will be paid to Class Counsel, Plaintiffs, 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. If attending in person, you and your lawyer must comply with any Court health and safety protocols, including required physical distancing.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.cptgroupcaseinfo.com/ayzenberggroupsettlement](http://www.cptgroupcaseinfo.com/ayzenberggroupsettlement) 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 spells out everything Ayzenberg and Plaintiffs 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 CPT Group, Inc's website at [www.cptgroupcaseinfo.com/ayzenberggroupsettlement](http://www.cptgroupcaseinfo.com/ayzenberggroupsettlement). You can also contact Class Counsel, Defense Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, LASC Case No. 21STCV15447 and LASC Case No. 21STV42580. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. Please note that effective Monday, April 4, 2022, face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance. Appointments are also strongly encouraged for Clerk's Office and Self-Help Services. Visit <https://www.lacourt.org/newsmedia/ui/AccessLaCourtYourWay.aspx> for more information on remote courtroom appearances via LaCourtConnect and remote service options you can access without coming to court.

### **DO NOT TELEPHONE DEPARTMENT 17 OF THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

#### **SETTLEMENT ADMINISTRATOR:**

#### **CPT Group, Inc.**

[ayzenberggroupsettlement@cptgroup.com](mailto:ayzenberggroupsettlement@cptgroup.com)

50 Corporate Park,

Irvine, California 92606

Phone: 1-888-690-1141

Email: [ayzenberggroupsettlement@cptgroup.com](mailto:ayzenberggroupsettlement@cptgroup.com)

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**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 at [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html) 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.