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

Scott v. Blackstone Consulting, Inc., United States District Court, Southern District of California (Case No. 21cv-1470-MM) (the "Representative Matter")

And the "Related Matters":

- Ahmir Ringo v. Blackstone Consulting, Inc., et al., Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV00066);
- Tiffany Lockett and Tocashema Williams v. Blackstone Consulting, Inc., Superior Court of the State of • California, County of Riverside (Case No. CVRI2201443);
- Kawana Anderson v. Blackstone Consulting, Inc. (PAGA only action), Superior Court of the State of • California, County of Los Angeles (Case No. 22SMCV01667); and
- Kawana Anderson v. Blackstone Consulting, Inc. (Class action), Superior Court of the State of California, County of Los Angeles (Case No. 22STCV31450).

The Representative Matter and the Related Matters are hereinafter collectively referred to as the "BCI Wage and Hour Actions."

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you do nothing, you will receive your share of the cash payment from the Settlement in exchange of the release of all claims.
	Your estimated Settlement Share is: «SettAmount». See the explanation in Section 5 below.
	After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must fill out a Request for Exclusion (attached hereto as Exhibit A) and send a copy of the completed Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. However, if you are an Aggrieved Employee who requests exclusion, you will still receive a small amount as your share of the PAGA Payment described below. Instructions are set forth in Section 7 below.
Object	 If you believe that the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing to the Settlement Administrator. Class Members who file a written objection may appear at the Final Approval Hearing to make an oral objection. Detailed instructions are provided in Section 8 below.

Why did I get this Notice? 1.

A proposed class action settlement (the "Settlement") of the Representative Matter pending in the United States District Court, Southern District of California (the "Court") and the Related Matters has been reached between Plaintiffs Penny

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Scott; Ahmir Ringo; Tiffany Lockett; Tocashema Williams; and Kawana Anderson ("Plaintiffs") and Defendant Blackstone Consulting, Inc. ("Defendant" or "BCI"). The Court has granted preliminary approval of the Settlement and ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

You have received this Class Notice because you have been identified as a member of the Class ("Class Member"), which is defined as:

All individuals who are or previously were employed by Defendant in California as non-exempt employees working at Kaiser Permanente facilities and hospitals in California at any time during the Class Period.

The Class Period for means the period from May 21, 2017 to April 30, 2023.

This Class Notice explains the BCI Wage and Hour Actions, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is This Notice About?

<u>Representative Matter:</u> On May 21, 2021, Plaintiff Penny Scott filed a wage and hour class action against Defendant in the Superior Court of the State of California, County of San Diego (Case No. 37-2021-00022564-CU-OE-CTL) (the *"Scott* matter" or the "Representative Matter"). On August 18, 2021, Defendant removed the *Scott* matter to the United States District Court, Southern District of California. The *Scott* matter is currently pending before the Hon. Michael M. Anello (Case No. 21-cv-1470-MMA.

<u>Related Matters:</u> On January 18, 2022, Plaintiff Ahmir Ringo filed a PAGA action against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV00066) (the "*Ringo* matter"). On April 8, 2022, Plaintiffs Tiffany Lockett and Tocashema Williams filed a wage and hour class action against Defendant in the Superior Court of the State of California, County of Riverside (Case No. CVRI2201443) (the "*Lockett/Williams* matter"). On September 26, 2022, Plaintiff Kawana Anderson filed a wage and hour class action against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 22STCV31450) (the "*Anderson* Class Action matter"). On September 26, 2022, Plaintiff Kawana Anderson separately filed a PAGA action against Defendant in the Superior Court of the State of California, County of Los Angeles (Case No. 22SMCV01667) (the "*Anderson* PAGA Action matter").

Plaintiffs Penny Scott; Ahmir Ringo; Tiffany Lockett; Tocashema Williams; and Kawana Anderson collectively asserted claims that Defendant: (1) failed to pay minimum, regular and overtime wages in violation of California Labor Code § 204, 510, 1194, 1194.2, 1197 & 1198; (2) failed to provide meal periods in violation of California Labor Code § 226.7 and 512; (3) failed to provide rest periods in violation of California Labor Code § 226.7; (4) failed to provide accurate itemized wage statements in violation of California Labor Code § 226.3; (6) failed to provide timely wages to separated employees in violation of California Labor Code § 201-203; (7) failed to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) violated California Business and Professions Code § 17200 et seq.; and (9) violated the Private Attorney General Act, Cal. Labor Code § 2698, et seq. ("PAGA").

Defendant denies and disputes all of Plaintiffs' claims. Specifically, Defendant contends that Plaintiffs and the Class Members were properly compensated for wages under California law; that Defendant provided meal and rest breaks in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any required expense reimbursement; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the BCI Wage and Hour Actions; and that the BCI Wage and Hour Actions cannot be maintained as a class action or PAGA action.

The Court has not decided whether Defendant or Plaintiffs are correct. Plaintiffs would have still had to prove their claims at a trial on a class-wide basis. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Parties have concluded that it is in their respective best interests and the interests of the Class Members to settle the BCI Wage and Hour Actions on the terms summarized in this Notice. The Settlement was reached after arms-length non-collusive negotiations between the Parties. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

Plaintiff and Class Counsel support this Settlement, finding it fair, adequate, reasonable, and in the best interests of the Class Members. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the potential for the Court to deny certification of the class, and the delays and uncertainties associated with litigation.

The Court granted preliminary approval of the Settlement on August 1, 2023. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Cohelan Khoury & Singer, counsel for Plaintiff Penny Scott, to be designated as Class Counsel for purposes of this Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Dollars and Zero Cents (\$1,000,000) (the "Gross Settlement Amount") to fund the settlement of the BCI Wage and Hour Actions. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

The Court has approved CPT Group as the "Settlement Administrator". Within forty-five (45) days of the Judgment becoming Final, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members. "Final" means the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is affirmed and is no longer subject to appeal.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion ("Participating Class Members"):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$15,000.00, for expenses, including, without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of • reasonable attorneys' fees not to exceed One-Third (approximately 33.333%) of the Gross Settlement Amount, which is presently \$333,333.33 and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$25,000.00. Class Counsel has been prosecuting the BCI Wage and Hour Actions on behalf of Plaintiffs and the Class Members on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The payment of the Class Counsel Fees Payment shall be made as follows: 65% to Cohelan Khoury & Singer LLP; 25% to Lawyers for Justice; and 10% to Diversity Law Group. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.
- <u>Class Representative Service Payments</u>. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to each of the Plaintiffs, or such lesser amount as may be

approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the BCI Wage and Hour Actions, and for the risks they undertook.

PAGA Payment. A payment of \$50,000.00 relating to the claim for penalties under the Private Attorney • Generals Act ("PAGA"), \$37,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment"). The remaining will \$12,500.00 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is May 21, 2020 until April 30, 2023 ("PAGA Period") for the Aggrieved Employees. "Aggrieved Employees" are all non-exempt employees employed by Defendant who worked for Kaiser Permanente facilities and hospitals in California at any time during the PAGA Period. The PAGA Payment shall be allocated to all Aggrieved Employees regardless of whether they request exclusion. One hundred percent (100%) of each Aggrieved Employee share of the PAGA Payment is in settlement of claims for civil penalties allegedly due which shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

Calculation of Payments to Class Members. After all of the payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed to Participating Class Members as Settlement Shares. The Net Settlement Amount is estimated to be at least \$526,666.67, based upon the above proposed deductions. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks included in the dates of employment to determine a dollar amount per week ("Weekly Rate"); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. Workweeks shall be based upon Defendant's payroll records, but Class Members will have the right to challenge the number of workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself by completing a signed Request for Exclusion (Exhibit A), you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-third (1/3) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-thirds (2/3) of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, all Class Members who do not submit a signed Request for Exclusion (Exhibit A) before the deadline will release Defendant Blackstone Consulting, Inc. and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parent companies, related entities and attorneys, and/or any individual or entity which could be jointly liable with them from any and all liabilities, demands, claims, causes of action, complaints and obligations, whether known or unknown,

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against the Released Parties during the Class Period that are or that could have been pled in the BCI Wage and Hour Actions, based on the facts alleged, or which are related to or could have been alleged in the causes of action in the BCI Wage and Hour Actions, relating to the payment or non-payment of wages and alleging violations of federal, state or local law or administrative order, such as the Industrial Welfare Commission Wage Orders and California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2698-2699 and 2802 and Business and Professions Code sections 17200 *et seq.*, including the failure to pay wages for hours worked, minimum wage claims, overtime claims, regular rate claims, meal break violations, rest break violations, waiting time penalties, wage statement claims, failure to reimburse business expense claims, Unfair Competition Law violations, PAGA penalties and any other claims whatsoever that were alleged in this Action or which arise out of or directly or indirectly relate to such facts alleged in this Action, including without limitation all related claims for restitution and other equitable relief, conversion, liquidated damages, punitive damages and any other related claims and/or penalties of any nature whatsoever (collectively the "Released Claims"). Claims of the Class outside the Class Period and claims for discrimination, workers' compensation, wrongful termination and other unrelated employment-law claims are not encompassed within the Released Claims.

Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the lawsuit are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

"An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

If at any time on or before the Effective Date, any state or federal legislation, rule, administrative guidance or change in law, is implemented, enacted and/or interpreted which provides that any of the types of claims being asserted in the Action are preempted by federal law and/or have retroactive effect during the applicable Class Period, then Defendant will have the right to rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the Action, without any financial obligation related to the proposed Settlement set forth herein other than to pay for the costs of administration of the Settlement incurred by the Settlement Administrator through the time of such rescission and termination. Thereupon, the Parties will meet and confer regarding the status of the litigation.

In addition, in the event that more than 5% of the Class Members submit elections to Opt-Out of the Settlement or a number of Class Members whose share of the Net Settlement Amount is 5% or more, Defendant will have the right to rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the BCI Wage and Hour Actions. Should the 5% threshold for Opt-Outs be exceeded, then the Settlement Administrator shall notify lead counsel for all Parties via email immediately and will subsequently notify all Class Members accordingly.

Based on its records, Defendant represents that, as of December 31, 2022, there are 1,179 Class Members and 84,405 Total Workweeks during the Class period. In the event that the number of workweeks of the Class Members exceeds more than ten percent (10%) of the workweeks, then Defendant shall have the right to choose between the following two options: (1) increase the Gross Settlement Amount proportionally for each additional Settlement Class Member above the ten percent (10%) threshold; or (2) scale back the end of the Class Period such that there will be no more than 92,845 workweeks (approximately 10% more than 84,405) included in the Settlement. If Defendant chooses either of the options, the Settlement Administrator shall notify lead counsel for all Parties via email immediately and will subsequently notify all Class Members accordingly.

<u>Released PAGA Claims</u>. Upon the Effective Date, Defendant shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders as alleged in the LWDA Notices submitted by Plaintiffs and the operative First Amended Consolidated Complaint which occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims may be released against all Released PAGA PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA

Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

Defendant's records reflect that you have «TotalWorkWeeks» weeks worked for Defendant as Class Member during the Class Period. The Class Period is the period from May 21, 2017 to April 30, 2023.

Based on this information, your estimated Settlement Share is «SettAmount».

The workweeks have been calculated based on Defendant's records. If you feel that you were not credited with the correct number of workweeks or shifts during the Class Period, you may submit payment stubs, wage statements or other documents to establish the number of pay periods you claim to have actually worked during the Class Period to the Settlement Administrator no later than the Response Deadline. If the Parties cannot agree over the workweeks to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendant. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Parties and Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks or shifts should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the Settlement Participant.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The Settlement Administrator is: *Scott. v. Blackstone Consulting, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, 1-888-510-2103.

The Court will hold a Final Approval Hearing on December 11, 2023, at 2:30 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within 45 days after the Court's Final Approval. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for the Released Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a Request for Exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, email or fax a written, signed and dated Request for Exclusion (Exhibit A) postmarked no later than 45 days from the date the Class Notice was mailed to you. The Request for Exclusion must be received by the Settlement Administrator and must be filled out completely.

In the alternative, state in substance: "I wish to be excluded from the Class in the BCI Wage and Hour Actions. I understand that if I ask to be excluded from the Class, I will not receive a settlement share from the settlement of the BCI Wage and Hour Actions." The Request for Exclusion must state the Class Member's full name, address, telephone number, the approximate dates of employment in California by Defendant, and the name and number of the BCI Wage and Hour Actions (*Scott v. Blackstone Consulting, Inc.,* Case No. 21-cv-1470-MMA; *Ahmir Ringo v. Blackstone*

Consulting, Inc., et al., Case No. 22SMCV00066; Tiffany Lockett and Tocashema Williams v. Blackstone Consulting, Inc., Case No. CVRI2201443; Kawana Anderson v. Blackstone Consulting, Inc. (PAGA only action), Case No. 22SMCV01667; and Kawana Anderson v. Blackstone Consulting, Inc. (Class action), Case No. 22STCV31450). The Request for Exclusion must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is Scott. v. Blackstone Consulting, Inc., c/o CPT Group, Inc., 50 Corporate Park, Irvine CA 92606, Email: Blackstoneconsultingsettlement@cptgroup.com, Fax: (949) 419-3446.

By filing a timely Request for Exclusion, you will no longer be a Class Member and will receive no benefits from the Settlement.

Any Request for Exclusion that is not postmarked within 45 days from the date the Class Notice was mailed to you will be considered invalid. Those Class Members who do not timely and validly submit a Request for Exclusion will be bound by the release of Released Claims, will be deemed to participate in the Settlement and shall become a Settlement Participant without having to take any other action.

How do I object to the Settlement? 8.

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing must state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the BCI Wage and Hour Actions (Scott v. Blackstone Consulting, Inc., Case No. 21-cv-1470-MMA; Ahmir Ringo v. Blackstone Consulting, Inc., et al., Case No. 22SMCV00066; Tiffany Lockett and Tocashema Williams v. Blackstone Consulting, Inc., Case No. CVRI2201443; Kawana Anderson v. Blackstone Consulting, Inc. (PAGA only action), Case No. 22SMCV01667; and Kawana Anderson v. Blackstone Consulting, Inc. (Class action), Case No. 22STCV31450).

All written objections must be mailed, emailed or faxed to the Settlement Administrator at Scott. v. Blackstone Consulting, Inc., c/o CPT Group, Inc., 50 Corporate Park, Irvine CA 92606 by no later than 45 days from the date the Class Notice was mailed to you. Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through their own counsel.

Class Members who file a written objection may appear at the Final Approval Hearing on December 11, 2023, at 2:30 p.m., to make an oral objection. You may contact Class Counsel if you need assistance to appear at the hearing or have questions.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on December 11, 2023, at 2:30 p.m., at the United States District Court, Southern District of California, located at 221 West Broadway San Diego, CA 92101 (Edward J. Schwartz United States Courthouse), in Department 3C before Judge Michael M. Anello.

At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. You are not **required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely. Please see the most current information about the hearing at the Court's website at https://www.casd.uscourts.gov/.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-510-2103 or write to the Settlement Administrator, *Scott. v. Blackstone Consulting, Inc.,* c/o CPT Group, Inc., 50 Corporate Park, Irvine CA 92606. You may also contact Class Counsel. The contact information for Class Counsel is as follows:

Isam C. Khoury ikhoury@ckslaw.com Michael D. Singer msinger@ckslaw.com Rosemary C. Khoury Rkhoury@ckslaw.com **Cohelan Khoury & Singer** 605 C Street Suite 200 San Diego, CA 92101 T: 619-595-3001 F: 619-595-3000 Attorneys for Penny Scott Edwin Aiwazian Tara Zabehi Jacquelyn Silva **Lawyers for Justice PC** 410 West Arden Ave. Suite 203 Glendale, CA 91203 T: 818-265-1020 F: 818-265-1021 Attorneys for Ahmir Ringo and Kawana Anderson

Larry W. Lee lwlee@diversitylaw.com Max W. Gavron mgavron@diversitylaw.com Kwanporn "Mai" Tulyathan ktulyathan@diveresitylaw.com **Diversity Law Group P.C.** 515 S. Figueroa Street Suite 1250 T: 213-488-6555 F: 213-488-6554 Attorneys for Tiffany Lockett and Tocashema Williams

Counsel for the Defendant is:

Pankit Doshi pdoshi@mwe.com Rae Chung rchung@mwe.com **McDermott Will & Emery LLP** 415 Mission Street, Suite 5600 San Francisco, CA 94105 Attorneys for Blackstone Consulting, Inc.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may get more details by requesting the Class Counsel.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all unclaimed funds pursuant to California Code of Civil Procedure § 384 to Legal Aid at Work, as the *cy pres* beneficiary of the Parties' Agreement, subject to Court approval. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.