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12 LARINE SHIELDS, and TAYLOR EVANS

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 ADRIANA HAYTER, LARINE SHIELDS,  
16 and TAYLOR EVANS; individually, and on  
17 behalf of all other similarly situated persons,  
and on behalf of State of California; and  
18 ROES 1-100,

19 Plaintiffs,

20 v.

21 EWALD & WASSERMAN RESEARCH  
22 CONSULTANTS, LLC, a California limited  
23 liability corporation; KARTIN EWALD, an  
individual; LISA WASERMAN, an  
individual; and DOES 1-20,

24 Defendants.

Case No. CGC-19-577753

**SECOND SUPPLEMENTAL  
DECLARATION OF YOSEF PERETZ IN  
SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
CLASS CERTIFICATION**

**Date:** June 16, 2021

**Time:** 11:00 a.m.

**Dept.:** 304

**Judge:** Hon. Anne-Christine Massullo

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I, Yosef Peretz, hereby declare and state:

1. I am the principal at Peretz & Associates, counsel of record for Named Plaintiffs ADRIANA HAYTER, *et al.* (“Plaintiffs”) in this matter.

2. I am submitting this supplemental declaration in support of the briefing for Named Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Class Certification.

3. Pursuant to the Court’s requested changes at the hearing on this Motion held on June 16, 2021, the parties further amended the proposed notice to the class. A true and correct copy of this amended notice is attached hereto as **Exhibit 1**. To aid the Court’s review, a true and correct version which tracks the changes from the previous version of the proposed notice is attached hereto as **Exhibit 2**.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed on June 16, 2021.

  
\_\_\_\_\_  
Yosef Peretz

# **EXHIBIT 1**

**NOTICE OF CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.*

*This is not a lawsuit against you and you are not being sued.*

***However, your legal rights are affected by whether you act or don't act, so read this notice carefully.***

**TO: All persons who worked for Ewald & Wasserman Research Consultants, LLC, as a Part-Time Telephone Interviewer, or another similar position, classified as an hourly non-exempt employee in the State of California from August 1, 2015 to [Insert Date of Preliminary Approval].**

The California Superior Court, County of San Francisco has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned class and representative action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement ("Notice") carefully.

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

All persons who worked for Ewald & Wasserman Research Consultants, LLC as a Part-Time Telephone Interviewer, or another similar position classified as an hourly non-exempt employee in the State of California from August 1, 2015 to [Insert Date of Preliminary Approval].

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

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	<p>If you do nothing and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in the Settlement. This Notice provides information about the settlement payments, the scope of the release, and updating your mailing address.</p> <p>You can read more about how your settlement payment will be calculated by going to [insert settlement website] and viewing the Proposed Settlement Agreement in its entirety.</p>

<p><b>OPT OUT</b></p>	<p>If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class. If you opt out of the Settlement and the Court grants final approval of the Settlement, you will not be sent any payment for your class claims or be bound by any release of your class claims through the Settlement. However, you will be mailed payment for your PAGA claims and will be bound by the release of PAGA claims in the Settlement. This Notice provides information about how to opt out, the deadline to opt out, and updating your mailing address. You can also find more detail about the scope of the class and PAGA claims in Sections 3 and 4 below.</p>
<p><b>OBJECT</b></p>	<p>If you object to the Settlement and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in this Settlement. You will also be bound by the release of all claims released in this Settlement. This Notice provides information about how to object, the deadline to object, the settlement payments, the scope of the release, and updating your mailing address.</p>
<p><b>DISPUTE THE NUMBER OF WEEKS YOU WORKED</b></p>	<p>The class and PAGA payments will be apportioned based on the number of workweeks each person worked for Ewald &amp; Wasserman Research Consultants, LLC in California between August 1, 2015 and [Insert Date of Preliminary Approval]. The number of workweeks Ewald &amp; Wasserman Research Consultants, LLC’s records reflect you worked in the relevant time period is set forth in Section 6 below. If you believe that you worked a different number of workweeks, you may submit a workweek dispute. You may submit a workweek dispute no matter how else you’ve responded to this Notice. This Notice provides information on how to submit a workweeks dispute and the deadline to submit a workweek dispute in Section 6 below.</p>
<p><b>UPDATE YOUR CONTACT INFORMATION</b></p>	<p>You can contact the Claims Administrator to update your contact information. If settlement payments are sent, they will be mailed to your address on file. It is important to keep your mailing address up to date if you want to receive a settlement payment.</p>

## WHAT INFORMATION IS IN THIS NOTICE

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

This class and representative action entitled *Adriana Hayter, et al. v. Ewald & Wasserman Research Consultants, LLC, et al.* was commenced by Plaintiffs Adriana Hayter, Larine Shields, and Taylor Evans (the “Plaintiffs”) in the San Francisco County Superior Court (Case Number CGC-19-577753) against E&W, Katrin Ewald, and Lisa Wasserman (“Defendants”) for alleged wage and hour claims on behalf of other hourly, non-exempt employees working for E&W. A class action means that the Plaintiffs seek to represent all similarly-situated employees who may have been subject to Defendants’ practices. A PAGA representative action means that Plaintiffs seek to enforce certain penalties contained in the California Labor Code by alleging claims against Defendants on behalf of on behalf of similarly-situated persons, the Labor and Workforce Development Agency (“LWDA”), and the State of California.

The various wage claims that Plaintiffs alleged include purported failure to pay minimum wage, failure to pay overtime, failure to provide meal and rest periods, failure to provide sick leave, and related claims including penalties under the California Labor Code. Plaintiffs allege that Defendants modified their employees’ time records by reducing their reported worked-time to avoid paying them for all time worked and earned overtime wages, and by allegedly inserting uncompensable time to satisfy meal period requirements. Plaintiffs also allege that Defendants withheld meal and rest breaks required by law and denied employees’ paid sick leave.

Defendants expressly deny each and every allegation detailed above. Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class. There has been no finding or determination of wrongdoing against Defendants. The Court has not made a determination on the merits of the above allegations.

To read the pleadings in this case, and for a full list of claims, visit: <https://www.sfsuperiorcourt.org/online-services> and look up this case using the case number or parties’ names in the paragraph above.

Both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong, and the Court has not made any determination in favor of the Plaintiffs or the Defendants in this case. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

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

The Court has ordered the parties to this class and representative action to disseminate notice to the class to inform members of their options. Ewald & Wasserman Research Consultant, LLC's records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described in Section 3 below.

**You are a Class Member if you are or ever were an hourly (non-exempt) employee of as a Part-Time Telephone Interviewer, or another similar position, at any time from August 1, 2015 through [Insert Date of Preliminary Approval].**

The Superior Court of the County of San Francisco has conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2021 at [time a.m./p.m.], before Judge Anne-Christine Massullo, located at 400 McAllister Street, San Francisco, California 94102, Department 304.

## **3. *How Does This Settlement Affect My Legal Rights?***

The Settlement provides payments to all Class Members in exchange for giving up the right to sue Defendants individually for the conduct described in the lawsuit (the "Released Claims").

The Released Claims are all claims asserted in the Action or any other claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys' fees, losses or expense, known or unknown, suspected or unsuspected, filed or unfiled, that Class Members that could have been asserted based on the facts alleged in the Action.

The time period for the Released Claims is the same as the Class Period, and runs from August 1, 2015 through [Insert Date of Preliminary Approval].

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

If you do not want to take part in the Settlement, you must mail a written request for exclusion to the Claims Administrator. The written request for exclusion must: (a) state your name, address, and telephone number; (b) state your intention to not wish to be part of the Class, to be bound by, and/or to receive funds pursuant to the Settlement; (c) be addressed to the Claims Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline]. You must mail your request for exclusion to the Claims Administrator at [address].

By opting out, you will not receive a full settlement payment and will be able to pursue your individual claims against Defendants in a separate lawsuit. Regardless of whether or not you opt out of the full settlement, you will not be able to pursue a representative action under the Private Attorneys' General Act ("PAGA"), Labor Code § 2699, for your employment claims with Defendants covered by this lawsuit. PAGA representative lawsuits are brought by individuals on behalf of similarly situated persons, the LWDA and the State of California. Payments from the Gross Settlement Fund are being made to the LWDA and to you in exchange for a release of PAGA claims, irrespective of whether or not you opt out of the broader Settlement.

The Final Judgment entered following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (Eligible Class Members).

#### **5. *How Do I Object to The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing a written Objection and mailing it to the Claims Administrator at [address] postmarked by [the Response Deadline]. The Objection must state: (a) your full name, address, telephone number and signature (or signature of your authorized representative); and (b) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who timely file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector's own counsel, provided the objector has first notified the Claims Administrator by sending his/her written objections to the Claims Administrator, postmarked no later than [the Response Deadline].

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Claims Administrator postmarked on or before on or before [the Response Deadline].

If the Court approves the Settlement, Class Members who object will be mailed a settlement payment for the class and PAGA claims and will be bound by the terms of the Settlement, including the full release of claims.

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

The Settlement provides for a Gross Settlement Amount of \$144,000. Plaintiffs will request disbursements of \$52,000 for attorneys' fees and costs; \$4,000 each, totaling \$12,000 for Named Plaintiffs Enhancements; up to \$5,000 for administrative costs, and \$3,000 for an LWDA fund. If all of those amounts are approved in full, there will be \$72,000 in the Net Settlement Fund, which will be used to pay participating Class Members for the class claims, and \$3,000 in the LWDA fund, which will be used to pay the Labor and Workforce Development Agency and all Class Members, including Class Members who opted out, for the PAGA claims. If those amounts are not approved in full, then the Net Settlement Fund will increase.

If you do not opt out, you will get a proportionate amount of the Net Settlement Fund based on the number of workweeks you worked for Ewald & Wasserman Research Consultants, LLC during the relevant time period. Your payment will be calculated according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of your Eligible Work Weeks.

The amount you will receive cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes. Based upon the calculation above, your approximate share of the Net Settlement Fund is as follows: \$ [redacted], less taxes. This is based on Ewald & Wasserman Research Consultant, LLC's records, which show you worked [redacted] Eligible Work Weeks during the Class Period.

Regardless of whether or not you opt out, you will get a proportionate amount of the LWDA fund. \$2,250 (75%) of the LWDA Fund will go to the Labor and Workforce Development Agency, and the remaining \$750 will be divided among all Class Members using the same method described in the paragraph above. Your approximate share of the LWDA Fund is as follows: \$ [REDACTED], less taxes. This is based on Ewald & Wasserman Research Consultant, LLC's records, which show you worked [REDACTED] Eligible Work Weeks during the Class Period.

The total payment you receive from the Net Settlement Fund (if you do not opt out) and the LWDA is your Individual Settlement Payment. One-third of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining two-thirds of your Individual Settlement Payment will be treated as penalties, interest, and non-wages and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Class Member Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Claims Administrator may send out a second round of checks to Class Members who deposited their initial check. The second round of payment will take the total unclaimed funds and pro-rate the amount to each Class Member who cashed their initial check by number of Eligible Work Weeks, in the same method as the first round so long as the check is no less than \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed upon non-profit *cy pres* recipient subject to Court approval.

#### **7. *How Do I Dispute My Number of Workweeks?***

If you believe the number of Eligible Work Weeks records listed in Section 6 is incorrect, you may provide documentation and/or an explanation to show contrary information to the Claims Administrator at [address] postmarked on or before [the Response Deadline].

If you submit a timely written dispute as to the number of workweeks, you should submit written proof proving your dispute. Defendants' records will be presumed accurate and Defendants will investigate and determine if the dispute appears to be valid. If your dispute is not approved, you will still be able to participate in the settlement.

You should keep a copy of all documents you send to the Claims Administrator, especially if you are disputing your number of workweeks.

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

The attorneys for the Class and Class Representatives will be paid directly out of the Gross Settlement Amount, in an amount to be determined by the Court but not to exceed \$52,000, inclusive of attorneys' fees and costs of suit.

#### **9. *How Can I Get More Information?***

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Claims Administrator at the telephone number listed below and at [INSERT TELEPHONE NUMBER], toll free. Please refer to the Ewald & Wasserman Research Consultants, LLC class action settlement. You may also visit [insert settlement website] to view this Notice, the full Settlement Agreement, the Complaint in this lawsuit, and all documents filed in connection with preliminary and final settlement approval.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the settlement website above. Additionally, the Court's docket and documents on file in this action are freely available at <https://www.sfsuperiorcourt.org/online-services>.

You may also contact Plaintiffs' counsel at (415) 732-3777 or send an email to [yperetz@peretzlaw.com](mailto:yperetz@peretzlaw.com) and they will provide you with a copy of the electronic versions of the Settlement documents or case documents free of charge.

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

# **EXHIBIT 2**

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN FRANCISCO  
*Adriana Hayter, et al. v. Ewald & Wasserman Research Consultants, LLC, et al.*  
Case No. CGC-19-577753

**NOTICE OF CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.*

*This is not a lawsuit against you and you are not being sued.*

**However, your legal rights are affected by whether you act or don't act, so read this notice carefully.**

**TO: All persons who worked for Ewald & Wasserman Research Consultants, LLC, as a Part-Time Telephone Interviewer, or another similar position, classified as an hourly non-exempt employee in the State of California from August 1, 2015 to [Insert Date of Preliminary Approval].**

The California Superior Court, County of San Francisco has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned class and representative action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement ("Notice") carefully.

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

All persons who worked for Ewald & Wasserman Research Consultants, LLC as a Part-Time Telephone Interviewer, or another similar position classified as an hourly non-exempt employee in the State of California from August 1, 2015 to [Insert Date of Preliminary Approval].

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

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

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**DO NOTHING**

If you do nothing and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in the Settlement. This Notice provides information about the settlement payments, the scope of the release, and updating your mailing address.

You can read more about how your settlement payment will be calculated by going to [insert settlement website] and viewing the Proposed Settlement Agreement in its entirety.

<p><b>OPT OUT</b></p>	<p>If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class. If you opt out of the Settlement and the Court grants final approval of the Settlement, you will not be sent any payment for your class claims or be bound by any release of your class claims through the Settlement. However, you will be mailed payment for your PAGA claims and will be bound by the release of PAGA claims in the Settlement. This Notice provides information about how to opt out, the deadline to opt out, and updating your mailing address. You can also find more detail about the scope of the class and PAGA claims in Sections 3 and 4 below.</p>
<p><b>OBJECT</b></p>	<p>If you object to the Settlement and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in this Settlement. You will also be bound by the release of all claims released in this Settlement. This Notice provides information about how to object, the deadline to object, the settlement payments, the scope of the release, and updating your mailing address.</p>
<p><b>DISPUTE THE NUMBER OF WEEKS YOU WORKED</b></p>	<p>The class and PAGA payments will be apportioned based on the number of workweeks each person worked for Ewald &amp; Wasserman Research Consultants, LLC in California between August 1, 2015 and [Insert Date of Preliminary Approval]. The number of workweeks Ewald &amp; Wasserman Research Consultants, LLC’s records reflect you worked in the relevant time period is set forth in Section 6 below. If you believe that you worked a different number of workweeks, you may submit a workweek dispute. You may submit a workweek dispute no matter how else you’ve responded to this Notice. This Notice provides information on how to submit a workweeks dispute and the deadline to submit a workweek dispute in Section 6 below.</p>
<p><b>UPDATE YOUR CONTACT INFORMATION</b></p>	<p>You can contact the Claims Administrator to update your contact information. If settlement payments are sent, they will be mailed to your address on file. It is important to keep your mailing address up to date if you want to receive a settlement payment.</p>

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**1. What Is This Case About?**

This class and representative action entitled *Adriana Hayter, et al. v. Ewald & Wasserman Research Consultants, LLC, et al.* was commenced by Plaintiffs Adriana Hayter, Larine Shields, and Taylor Evans (the “Plaintiffs”) in the San Francisco County Superior Court (Case Number CGC-19-577753) against E&W, Katrin Ewald, and Lisa Wasserman (“Defendants”) for alleged wage and hour claims on behalf of other hourly, non-exempt employees working for E&W. A class action means that the Plaintiffs seek to represent all similarly-situated employees who may have been subject to Defendants’ practices. A PAGA representative action means that Plaintiffs seek to enforce certain penalties contained in the California Labor Code by alleging claims against Defendants on behalf of on behalf of similarly-situated persons, the Labor and Workforce Development Agency (“LWDA”), and the State of California.

The various wage claims that Plaintiffs alleged include purported failure to pay minimum wage, failure to pay overtime, failure to provide meal and rest periods, failure to provide sick leave, and related claims including penalties under the California Labor Code. Plaintiffs allege that Defendants modified their employees’ time records by reducing their reported worked-time to avoid paying them for all time worked and earned overtime wages, and by allegedly inserting uncompensable time to satisfy meal period requirements. Plaintiffs also allege that Defendants withheld meal and rest breaks required by law and denied employees’ paid sick leave.

Defendants expressly deny each and every allegation detailed above. Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class. There has been no finding or determination of wrongdoing against Defendants. The Court has not made a determination on the merits of the above allegations.

To read the pleadings in this case, and for a full list of claims, visit: <https://www.sfsuperiorcourt.org/online-services> and look up this case using the case number or parties’ names in the paragraph above.

Both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong, and the Court has not made any determination in favor of the Plaintiffs or the Defendants in this case. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

**2. Why Have I Received This Notice?**

The Court has ordered the parties to this class and representative action to disseminate notice to the class to inform members of their options. Ewald & Wasserman Research Consultant, LLC’s records indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described in Section 3 below.

**You are a Class Member if you are or ever were an hourly (non-exempt) employee of as a Part-Time Telephone Interviewer, or another similar position, at any time from August 1, 2015, through [Insert Date of Preliminary Approval].**

The Superior Court of the County of San Francisco has conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2021 at [time a.m./p.m.], before Judge Anne-Christine Massullo, located at 400 McAllister Street, San Francisco, California 94102, Department 304.

**3. How Does This Settlement Affect My Legal Rights?**

The Settlement provides payments to all Class Members in exchange for giving up the right to sue Defendants individually for the conduct described in the lawsuit (the “Released Claims”).

The Released Claims are all claims asserted in the Action or any other claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys’ fees, losses or expense, known or unknown, suspected or unsuspected, filed or unfiled, that Class Members that could have been asserted based on the facts alleged in the Action.

The time period for the Released Claims runs from the start of same as the Class Period until [ACTUAL DATE], and runs from August 1, 2015 through [Insert Date of Preliminary Approval].

the Effective Date as defined in the Settlement, which is the date

essentially upon final approval of the Settlement by the Court, including any appeals.

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

If you do not want to take part in the Settlement, you must mail a written request for exclusion to the Claims Administrator. The written request for exclusion must: (a) state your name, address, and telephone number; (b) state your intention to not wish to be part of the Class, to be bound by, and/or to receive funds pursuant to the Settlement; (c) be addressed to the Claims Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline]. You must mail your request for exclusion to the Claims Administrator at [address].

By opting out, you will not receive a full settlement payment and will be able to pursue your individual claims against Defendants in a separate lawsuit. Regardless of whether or not you opt out of the full settlement, you will not be able to pursue a representative action under the Private Attorneys’ General Act (“PAGA”), Labor Code

§ 2699, for your employment claims with Defendants covered by this lawsuit. PAGA representative lawsuits are brought by individuals on behalf of similarly situated persons, the LWDA and the State of California. Payments from the Gross Settlement Fund are being made to the LWDA and to you in exchange for a release of PAGA claims, irrespective of whether or not you opt out of the broader Settlement.

The Final Judgment entered following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (Eligible Class Members).

#### **5. How Do I Object to The Settlement?**

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing a written Objection and mailing it to the Claims Administrator at [address] postmarked by [the Response Deadline]. The Objection must state: (a) your full name, address, telephone number and signature (or signature of your authorized representative); and (b) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who timely file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector's own counsel, provided the objector has first notified the Claims Administrator by sending his/her written objections to the Claims Administrator, postmarked no later than [the Response Deadline].

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Claims Administrator postmarked on or before on or before [the Response Deadline].

If the Court approves the Settlement, Class Members who object will be mailed a settlement payment for the class and PAGA claims and will be bound by the terms of the Settlement, including the full release of claims.

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

The Settlement provides for a Gross Settlement Amount of \$144,000. Plaintiffs will request disbursements of \$52,000 for attorneys' fees and costs; \$4,000 each, totaling \$12,000 for Named Plaintiffs Enhancements; up to \$5,000 for administrative costs, and \$3,000 for an LWDA fund. If all of those amounts are approved in full, there will be \$72,000 in the Net Settlement Fund, which will be used to pay participating Class Members for the class claims, and \$3,000 in the LWDA fund, which will be used to pay the Labor and Workforce Development Agency and all Class Members, including Class Members who opted out, for the PAGA claims. If those amounts are not approved in full, then the Net Settlement Fund will increase.

If you do not opt out, you will get a proportionate amount of the Net Settlement Fund based on the number of workweeks you worked for Ewald & Wasserman Research Consultants, LLC during the relevant time period. Your payment will be calculated according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of your Eligible Work Weeks.

The amount you will receive cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes. Based upon the calculation above, your approximate

share of the Net Settlement Fund is as follows: \$ [redacted], less taxes. This is based on Ewald & Wasserman Research Consultant, LLC's records, which show you worked [redacted] Eligible Work Weeks during the Class Period.

Regardless of whether or not you opt out, you will get a proportionate amount of the LWDA fund. \$2,250 (75%) of the LWDA Fund will go to the Labor and Workforce Development Agency, and the remaining \$750 will be divided among all Class Members using the same method described in the paragraph above. Your approximate share of the LWDA Fund is as follows: \$ [redacted], less taxes. This is based on Ewald & Wasserman Research Consultant, LLC's records, which show you worked [redacted] Eligible Work Weeks during the Class Period.

**Define** The total payment you receive from the Net Settlement Fund (if you do not opt out) and the LWDA is your Individual Settlement Payment

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One-third of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining two-thirds of your Individual Settlement Payment will be treated as penalties, interest, and non-wages and will be paid pursuant to an IRS Form 1099.

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It is strongly recommended that upon receipt of your Class Member Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Claims Administrator may send out a second round of checks to Class Members who deposited their initial check. The second round of payment will take the total unclaimed funds and pro-rate the amount to each Class Member who cashed their initial check by number of Eligible Work Weeks, in the same method as the first round so long as the check is no less than \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed upon non-profit *cy pres* recipient subject to Court approval.

**7. How Do I Dispute My Number of Workweeks?**

If you believe the number of Eligible Work Weeks records listed in Section 6 is incorrect, you may provide documentation and/or an explanation to show contrary information to the Claims Administrator at [address] postmarked on or before [the Response Deadline].

If you submit a timely written dispute as to the number of workweeks, you should submit written proof proving your dispute. Defendants' records will be presumed accurate and Defendants will investigate and determine if the dispute appears to be valid. If your dispute is not approved, you will still be able to participate in the settlement.

**Keep** You should keep a copy of everything all documents you send to the Claims Administrator, especially if you are disputing your number of workweeks.

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

The attorneys for the Class and Class Representatives will be paid directly out of the Gross Settlement Amount, in an amount to be determined by the Court but not to exceed \$52,000, inclusive of attorneys' fees and costs of suit.

**9. How Can I Get More Information?**

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Claims Administrator at the telephone number listed below and at [INSERT TELEPHONE NUMBER], toll free. Please refer to the Ewald & Wasserman Research Consultants, LLC class action settlement. You may also visit [**insert settlement website**] to view this Notice, the full Settlement Agreement, the Complaint in this lawsuit, and all documents filed in connection with preliminary and final settlement approval.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the settlement website above. Additionally, the Court's docket and documents on file in this action are freely available at <https://www.sfsuperiorcourt.org/online-services>.

~~[Add Plaintiff's attorneys contact info back in]~~

You may also contact Plaintiffs' counsel at (415) 732-3777 or send an email to [vperetz@peretzlaw.com](mailto:vperetz@peretzlaw.com) and they will provide you with a copy of the electronic versions of the Settlement documents or case documents free of charge.

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