

Chamberlain v. NTT DATA, Inc  
c/o Apex Class Action LLC  
PO Box 54668  
Irvine, CA 92619

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

**Chamberlain v. NTT DATA, Inc., Superior Court of the State of California,  
County of Sacramento, Case No. 24CV016003**

***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.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Defendants NTT DATA Americas, Inc., NTT DATA Services Holding Corporation, NTT DATA Services LLC, and NTT DATA State Health Consulting, LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Bart Chamberlain and Robert (Malik) Taylor (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period (August 12, 2020 through October 11, 2025) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (June 13, 2023 through October 11, 2025) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding), and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be \$\_\_\_\_\_.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendants’ records you are not eligible for that payment because you did not work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t 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 Released Class Claims and Released PAGA Claims against Defendants as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Released Class Claims against Defendants. If you are an Aggrieved Employee, you cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendants 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:**

<b>You Don’t Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
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<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is February 24, 2026.</b></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.</p> <p>However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.</p>
<p><b>Participating Class Members Can Object to the Class Settlement</b></p> <p><b>Written Objections Must be Submitted by the Response Deadline February 24, 2026.</b></p>	<p>All Class Members who do not opt-out ("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, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to any part of the settlement, including the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.</p>
<p><b>You Can Participate in the April 24, 2026 Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on April 24, 2026 at 9:00 a.m., at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 23 before Judge Jill H. Talley. This hearing may change as explained below in Section 9.</p> <p>You don't 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 zoom appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by the Response Deadline February 24, 2026.</b></p>	<p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge either number, you must do so in writing by <b>February 24, 2026</b>. See Section 5 of this Notice.</p>
<p><b>1. What is the Action about?</b></p>	

Plaintiffs were employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to pay the correct regular rate of pay when necessary, failing to pay for all time worked, failing to provide required meal periods and premiums for non-compliant meal periods, failing to provide required rest periods and premiums for non-compliant rest periods, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failing to pay sick pay and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act ("PAGA"). Defendants deny that they have done anything wrong and dispute all the claims in the Action.

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

All individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period (August 12, 2020 through October 11, 2025).

**2. What does it mean that the Action has settled?**

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

**Gross Settlement Amount.** Defendants have agreed to pay an "all in" amount of **One Million Three Hundred Thousand Dollars (\$1,300,000) (the "Gross Settlement Amount") to fund the settlement of the Action.** The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no later than fifteen (15) days after the Effective Date. The "Effective Date" means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is no longer subject to appeal. The settlement will be paid out 14 days after the Defendants pay the settlement funds.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). 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:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$10,880, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed 35% of the Gross Settlement Amount, which presently equals \$455,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 65% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 35% to Otkupman Law Firm. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$15,000 each for the Plaintiffs as service awards, 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 Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiffs’ claim under PAGA, \$15,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (LWDA”). The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, which is June 13, 2023 through October 11, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$754,120. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants’ records; however, Class Members may challenge the number of Workweeks as explained below.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment 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 Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Fifteen Percent (15%) of each Participating Class Member’s Individual Class Payment 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. Eighty-Five Percent (85%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for non-wage damages, expense reimbursement, interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion and any Individual PAGA Payment 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. Nothing contained in this Class Notice shall constitute advice regarding Participating Class Members’ taxes or tax liability. 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 and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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 Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will go to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties have selected Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”), to send this Notice, calculate and make

payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

#### **4. What do I release under the Settlement?**

**Released Class Claims.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims, demands, rights, liabilities and causes of action that were pled, or could have been pled based on the facts in the Operative Complaint in the Action that arose during the Class Period, and all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every nature and description, whether known or unknown, including: (a) all claims for unpaid wages (including any and all claims for, among other things, alleged failure to pay overtime, failure to properly calculate the regular rate, improper rounding, or off-the-clock work); (b) all claims for failure to provide meal periods (including claims for missed, late or short meal periods and meal period penalties); (c) all claims for failure to authorize and permit rest periods (including claims for missed, late or short rest periods and rest period penalties); (d) all claims for failure to indemnify for or reimburse business expenses; (e) all claims for the failure to promptly pay all wages due and owing at the time of termination or discharge; (f) all claims for the failure to issue accurate itemized wage statements; and (g) all claims for Unfair Competition or Business Practices under California's Business and Professions Code or similar laws related to the alleged claims. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

**Released PAGA Claims.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims, demands, rights, liabilities and causes of action for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, discrimination, social security, and worker's compensation, and PAGA claims outside of the PAGA Period.

**Released Parties.** The Released Parties are: Defendants and each of their past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

#### **5. How much will my payment be?**

**Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

**Defendants' records reflect that you worked \_\_\_\_ Workweeks during the Class Period (August 12, 2020 through October 11, 2025). Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$ \_\_\_\_.**

**Defendants' records reflect that you worked \_\_\_\_ PAGA Pay Periods during the PAGA Period (June 13, 2023 through October 11, 2025). Based on this information your estimated Individual PAGA Payment is \$ \_\_\_\_.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is **February 24, 2026**. [sixty (60) days after the mailing of the Class Notice or 74 days in the case of re-mailing]. You may also fax the dispute to (949) 989-4428 or email the dispute to [claims@apexclassaction.com](mailto:claims@apexclassaction.com) by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

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

## 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 Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your Individual PAGA Payment, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is **February 24, 2026**. You may also fax your request to opt out to (949) 989-4428 or email it to [claims@apexclassaction.com](mailto:claims@apexclassaction.com) by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Chamberlain v. NTT DATA, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Chamberlain v. NTT DATA, Inc.*, Case No. 24CV016003. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is PO Box 54668. Irvine, CA 92619. Written requests for exclusion that are postmarked after **February 24, 2026**, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

## 8. How do I object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for April 24, 2026, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Chamberlain v. NTT DATA, Inc.* or via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and by entering the Case No. 24CV016003.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payment 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 Response Deadline for sending written objections to the Administrator is February 24, 2026.** You may also fax the objection to (949) 989-4428 or email the objection to [claims@apexclassaction.com](mailto:claims@apexclassaction.com) by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Chamberlain v. NTT DATA, Inc.*, Case No. 24CV016003, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

### Administrator:

Name of Company: Apex Class Action LLC  
Email Address: [claims@apexclassaction.com](mailto:claims@apexclassaction.com)  
Mailing Address: PO Box 54668. Irvine, CA 92619  
Telephone Number: 1-800-355-0700  
Fax Number: (949) 989-4428

Alternatively, or in addition to a written objection, 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. You also have the option to appear at the hearing remotely via zoom. Check the Court's website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx#remote> for the most current information on how to appear for this hearing. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

<u>CLASS COUNSEL:</u>	<u>COUNSEL FOR DEFENDANTS:</u>
Kyle Nordrehaug Blumenthal Nordrehaug Bhowmik DeBlouw LLP 2255 Calle Clara La Jolla, CA 92037 Tel.: (858) 551-1223 Fax: (858) 551-1232 E-Mail: kyle@bamlawca.com	Krista M. Cabrera Sara Alexis Levine Abarbanel Foley & Lardner LLP 11988 El Camino Real, Suite 400 San Diego, CA 92130

**9. Can I attend the Final Approval Hearing?**

You can, but don't have to, attend the Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on April 24, 2026, in Department 23 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Jill H. Talley. 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 and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's tentative ruling website the day before at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> for the most current information on how to appear for this hearing.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Chamberlain v. NTT DATA, Inc.* In addition, hearing dates are posted on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and by entering the Case No. 24CV016003.

**10. How can I get more information?**



You may call the Administrator at 1-800-355-0700, write to *Chamberlain v. NTT DATA, Inc.* Administrator, c/o Apex Class Action LLC or visit the website at [www.apexclassaction.com/nttdatainc/](http://www.apexclassaction.com/nttdatainc/)

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Class Action and PAGA Settlement Agreement, the Judgment, the motion for final approval, or other Settlement documents by going to Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Chamberlain v. NTT DATA, Inc.* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case No. 24CV016003. If you wish to view the Court files in person, you may go to the Clerk's Office at Room 102, 720 9th Street, Sacramento, CA 95814.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have selected Legal Aid at Work as this Cy Pres Recipient.