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Attorneys for Plaintiff DAVID EZELL

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

DAVID EZELL, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

V.

DIAB LEASING, INC., a California
Corporation; and DOES 1-50, Inclusive.

Defendants.

Case No. 34-2021-00305329

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. IN SUPPORT
OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

HEARING INFO

Date: January 5, 2024
Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept.: 28

1 I, Nicole Bench, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Ezell v.*
6 *Diab Leasing, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group and
7 myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and
8 would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Pendency of Class Action Settlement*, (referred to as “Class Notice Packet”); (b) receiving
18 and processing requests for exclusion and objections to the Settlement, if applicable; (c) resolving
19 Class Members’ disputes over the number of Work Weeks Defendant has record of them working
20 during the Class Period, which was pre-printed on their individualized Class Notice; (d)
21 establishing a QSF account and calculating individual settlement award amounts; (e) processing
22 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement
23 and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling
24 the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
25 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On September 1, 2023, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, last known mailing address, and the
3 relevant dates of employment for each individual. The data file was uploaded to our database and
4 checked for duplicates and other possible discrepancies. The Class List contained 1,258 individuals.

5 5. On September 27, 2023, ILYM Group received the Court approved text for the Class
6 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
7 Packet, which was approved by the Parties' Counsel prior to mailing.

8 6. As part of the preparation for mailing, all 1,258 mailing addresses contained in the
9 Class List were then processed against the National Change of Address ("NCOA") database,
10 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
11 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
12 contains requested change of addresses filed with the USPS. To the extent that an updated address
13 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
14 Packet. To the extent that no updated address was found in the NCOA database, the original address
15 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

16 7. On October 10, 2023, a link to ILYM Group's website was set up for Class Members
17 to access relevant court documents. The website link is <http://www.ILYMGroup.com/DiabLeasing>.
18 Also, the following telephone number, (888) 250-6810, was included in the Notice Packet for Class
19 Members to call should they have questions or want additional information.

20 8. On October 10, 2023, the Class Notice Packet was mailed, via U.S First Class Mail,
21 to all 1,258 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
22 correct copy of the mailed Class Notice Packet.

23 9. As of the date of this declaration, 87 Class Notice Packets have been returned to our
24 office as undeliverable. Of the 87 returned Class Notice Packets, 2 were returned with a forwarding
25 address and the Notice Packets were promptly re-mailed to the forwarding address provided by the
26 USPS. ILYM Group performed a computerized skip trace on the 85 returned Class Notice Packets
27 that did not have a forwarding address, in an effort to obtain an updated address for the purpose of
28 re-mailing the Class Notice Packet. As a result of this skip trace, 13 updated addresses were

1 obtained and the Class Notice Packets were promptly re-mailed to those Class Members, via U.S.
2 First Class Mail.

3 10. As of the date of this declaration, a total of 15 Class Notice Packets have been re-
4 mailed. Specifically, 2 Class Notice Packets have been re-mailed as a result of a forwarding address
5 provided by the USPS, and 13 have been re-mailed as a result of ILYM Group's skip tracing efforts.

6 11. As of the date of this declaration, a total of 72 Notice Packets have been deemed
7 undeliverable as no updated addresses were found notwithstanding the skip tracing.

8 12. As of the date of this declaration, ILYM Group has not received any requests for
9 exclusion. The deadline to exclude from the Settlement was November 24, 2023.

10 13. As of the date of this declaration, ILYM Group has not received any objections to
11 the Settlement. The deadline to submit a written objection to the Settlement was November 24,
12 2023.

13 14. As of the date of this declaration, ILYM Group has not received any disputes from
14 a Class Member during the response period.

15 15. As of the date of this declaration, ILYM Group will report a total of 1,258
16 Participating Class Members, representing 100.00% of the 1,258 Class Members. The total number
17 of Work Weeks worked by the Participating Class Members during the class period is 57,617.88.
18 As of the date of this declaration, the Escalator Clause has not been triggered.

19 16. Settlement Class Members will receive a proportional share of the Net Settlement
20 Amount through Individual Class Payments, based on the number of Work Weeks worked by the
21 Settlement Class Members during the Class Period. The Net Settlement Amount is the amount
22 remaining after deduction of the Court-approved payments from the Gross Settlement Amount for
23 Class Counsel Fees and Costs, the Class Representative Enhancement Payment, Administration
24 Expenses Payment to ILYM Group, and the PAGA allocation, e.g.,

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1	Gross Settlement Amount	\$1,600,000.00
2	Attorney's Fees	\$533,333.33
3	Attorney's Costs	\$25,000.00
4	Enhancement Payment- David Ezell	\$10,000.00
5	ILYM Group Fees (Based on 1,097 CM's)	\$17,250.00
6	LWDA (75% of \$80k)	\$60,000.00
7	PAGA Allocation to Aggrieved Employees	\$20,000.00
8	Net Settlement Amount	\$934,416.67

9 17. To determine a Settlement Class Member's individual settlement award payment,
10 the distribution shall be divided among all Settlement Class Members on a pro rata basis, based on
11 the ratio of the Applicable Work Weeks worked by each Settlement Class Member during the Class
12 Period, to the total number of Applicable Work Weeks worked by all Settlement Class Members
13 during the Class Period. Based on these calculations, the Class Members will receive an estimated
14 average gross payment of \$742.78, with the estimated highest gross payment being \$4,522.41 and
15 the estimated lowest gross payment being \$16.22.

16 18. The PAGA payment shares to the Aggrieved Employees will be calculated based on
17 the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The
18 distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio
19 of the Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA
20 Period, to the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees
21 during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an
22 estimated average payment of \$25.91, with the estimated highest payment being \$89.54 and the
23 estimated lowest payment being \$1.44.

24 19. ILYM Group's total fees and costs for services in connection with the administration
25 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
26 costs for completion of the settlement administration, are \$17,250.00. ILYM Group's work in
27 connection with this matter will continue with the calculation of the settlement award payments,
28 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such

1 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
2 Group to perform.

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4 I declare under penalty of perjury under the laws of the State of California and the United
5 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
6 was executed this 28th day of November 2023, at Tustin, California.

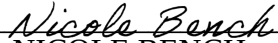
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EXHIBIT “A”

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING DATE

(David Ezell v. Diab Leasing, Inc., et al., Sacramento County Superior Court Case No. 34-2021-00305329)

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Total_Estimated_Settlement_Payment». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Released Parties as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, except a portion of the PAGA payment, if applicable, in the estimated amount of \$«PAGA_Estimated_Settlement_Payment». Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Sacramento (the “Court”) has been reached between Plaintiff David Ezell (“Plaintiff”), on the one hand, and Defendant Diab Leasing Inc. and Farouk Diab (collectively “Defendants”), on the other hand. The Court has granted preliminary approval of the Settlement. You may be entitled to receive money from this Settlement.

You have received this Class 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. The “Class Period” is the period from July 30, 2017, up to and including December 2, 2022.

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

2. What is this class action lawsuit about?

On July 30, 2021, Plaintiff filed a Complaint against Defendant Diab Leasing, Inc. in the Superior Court of the State of California, County of Sacramento. Plaintiff alleged claims that Defendant Diab Leasing, Inc. (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse Plaintiff for required expenses in violation of California Labor Code § 2802; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violated the Private Attorney General Act at Labor Code Section 2698, *et seq.* Plaintiff subsequently amended the Complaint to name the following as defendants: Farouk Diab; DIAB AND ABED, INC.; FAROUK DIAB AND ZAHAR ABED; DIAB AND ABU RAMADAN, INC.; FAROUK DIAB AND MIKE ABU RAMADAN; DIAB AND AHMAR, INC.; FAROUK DIAB AND FRAIDON AHMAR; DIAB AND ALTAIAN, INC.; FAROUK DIAB AND BASHAR ALTAIAN; DIAB AND ASPIRAS INC.; FAROUK DIAB AND NAWAL ASPIRAS; DIAB AND BAWAB, INC.; FAROUK DIAB AND TAREK BAWAB; DIAB AND DIAB, INC.; FAROUK DIAB; DIAB AND ILAIAN INC; FAROUK DIAB; DIAB AND SAFORI INC; FAROUK DIAB AND MAJIDA SAFORI; DIAB AND YASSIN INC; FAROUK DIAB AND BELAL

YASSIN; DIAB AND SAMMAR, INC.; FAROUK DIAB; DIAB ENTERPRISES, INC.; FAROUK DIAB; DIAB LEASING INC.; FAROUK DIAB; DIAB, YASSIN AND YASSIN INC.; FAROUK DIAB AND BELAL YASSIN AND ASHRAF YASSIN; F DIAB AND G ABED, INC.; FAROUK DIAB AND GHADAH ABED; F DIAB AND R DIAB INC.; FAROUK DIAB AND RAID DIAB; F DIAB AND S DIAB INC.; FAROUK DIAB AND SALEH DIAB; DIAB 865 INC; FAROUK DIAB AND SALEH DIAB (collectively “Doe Defendants”).

Defendants deny and dispute all claims alleged in the Action. Specifically, Defendants contended (and continue to contend) that the Action could not properly be maintained as a class action; members of the class were properly paid all wages and overtime that were due; members of the class were provided all legally required meal breaks and rest breaks; members of the class were paid all wages due them at the time of their terminations; members of the class were provided accurate, itemized wage statements; Defendants did not violate California Business and Professions Code section 17200 *et seq.*; class members were reimbursed for required business expenses, if any; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action. Further, Doe Defendants contend that they did not employ members of the class.

On July 18, 2022, the Plaintiff and Defendants (collectively “Parties”) participated in an all-day mediation with Tripper Ortman, Esq., an experienced mediator of wage and hour class actions. The mediation concluded without a settlement. After months of negotiations, Mediator Ortman made a mediator’s proposal, and the Parties accepted the proposal. The Court granted preliminary approval of the Settlement on September 29, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Maximum Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Six Hundred Thousand Dollars and Zero Cents (\$1,600,000.00) (the “Maximum Settlement Amount”) to fund the settlement. The Maximum Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs (“Class Counsel Award”), Settlement Administration Costs, the LWDA Payment, Aggrieved Employee Payment, and the Class Representative’s Payment to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Maximum Settlement Amount by depositing the money into a Qualified Settlement Fund. “Final” means the earliest date, following entry by the Court of an order and judgment finally approving this Settlement, upon which one of the following have occurred: (i) if no objection is filed to the settlement and no objector appears at the hearing on final approval, the date of the Court’s entry of the order granting final approval, (ii) if an objection is filed to the settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review (“Effective Date”).

Amounts to be Paid from the Maximum Settlement Amount. The Settlement provides for certain payments to be made from the Maximum Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Maximum Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$25,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of Class Counsel Award consisting of attorneys’ fees and litigation costs incurred of no more than 1/3 of the Maximum Settlement Amount (currently \$533,333.33) and litigation expenses of not more than \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Class Representative’s Payment, the PAGA Payment, and the Settlement Administration Costs are deducted from the Maximum Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do not request exclusion (“Settlement Class Members”).

The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period ("Settlement Share"). A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant Diab Leasing Inc.'s records, a member of the class worked at least one-day during any such workweek.

- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payments shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payments will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "Aggrieved Employees" means each of the Class Members who was employed by Defendants at any time during the PAGA Period. The PAGA Period means the period between May 25, 2020, and continuing through up to and including December 2, 2022.

If the Settlement is approved by the Court, 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 insure you receive your payment.

Tax Matters. 10% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 90% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You 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 judgment.

4. What Do I Release Under the Settlement?

Release by Settlement Class Members.

Funding Date shall mean the date that the Maximum Settlement Amount is fully funded by Defendants into the Qualified Settlement Fund. Defendants will fund the Gross Settlement Amount thirty (30) calendar days after the Effective Date.

"Released Parties" shall mean Defendants, DIAB AND ABED, INC.; FAROUK DIAB AND ZAHER ABED; DIAB AND ABU RAMADAN, INC.; FAROUK DIAB AND MIKE ABU RAMADAN; DIAB AND AHMAR, INC. FAROUK DIAB AND FRAIDOO AHMAR; DIAB AND ALTAIAN, INC.; FAROUK DIAB AND BASHAR ALTAIAN; DIAB AND ASPIRAS INC.; FAROUK DIAB AND NAWAL ASPIRAS; DIAB AND BAWAB, INC; FAROUK DIAB AND TAREK BAWAB; DIAB AND DIAB, INC; FAROUK DIAB; DIAB AND ILAIAN INC; FAROUK DIAB; DIAB AND SAFORI INC; FAROUK DIAB AND MAJIDA SAFORI; DIAB AND YASSIN INC; FAROUK DIAB AND BELAL YASSIN; DIAB AND SAMMAR, INC.; FAROUK DIAB; DIAB ENTERPRISES, INC; FAROUK DIAB; DIAB LEASING INC.; FAROUK DIAB; DIAB, YASSIN AND YASSIN INC.; FAROUK DIAB AND BELAL YASSIN AND ASHRAF YASSIN; F DIAB AND G ABED, INC.; FAROUK DIAB AND GHADAH ABED; F DIAB AND R DIAB INC; FAROUK DIAB AND RAID DIAB; F DIAB AND S DIAB INC.; FAROUK DIAB AND SALEH DIAB; DIAB 865 INC; FAROUK DIAB AND SALEH DIAB, and all of their respective current and former partners, parents, subsidiaries, franchisors, Galardi Group Franchise Corp., Galardi Group Franchise & Leasing, LLC, predecessors and successors, joint employers, and their affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives.

"Released Class Claims" shall mean all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the complaint, including, but not limited to claims arising under Labor Code sections 200, 201, 201.5, 202, 203, 204, 205.5, 206.5, 226, et seq., 226.2, 226.7, 246, 510, et seq., 512, 515, 558, 1194, 1197, 1197.1, 1198, 2698, et seq., 2802, California Code of Civil Procedure sections 382, 395, 395.5, 410, 474, Business and Professions Code section 17200, et seq., 17203, and the requirement for the Industrial Welfare Commission Wage Order, as well as claims for failure to pay minimum wages in violation of Cal. Labor Code §§ 1194, 1197 & 1197.1; failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, et seq.; failure to provide required meal periods in violation of Cal. Lab Code §§ 226.7 & 512 and

the applicable IWC Wage Order; failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide accurate itemized statements in violation of Cal. Lab. Code §§ 226, 226.2; failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202, and 203; failure to timely pay wages in violation of Cal. Lab. Code § 204; failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; and claims involving any alleged unfair competition in violation of Cal. Bus. & Prof. Code § 17200, et seq. arising from the Labor Code violations released herein, that occurred during the Class Period.

As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge the Released Parties from the Released Class Claims for 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 Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Release by the Aggrieved Employees.

"Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the complaint and PAGA notice provided to the LWDA pursuant to Labor Code section 2699.3, subd. (a), including but not limited to, claims arising under Labor Code sections 200, 201, 201.3, 201.5, 202, 203, 204, 205.5, 206.5, 210, 218.5, 218.6, 226, et seq., 226.2, 226.3, 226.7, 246, 510, et seq., 512, 515, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2695, et seq., 2698, et seq., 2699, 2699.3, 2699.5, 2802, 2804, and the requirement for the Industrial Welfare Commission Wage Order, as well as claims involving failure to pay minimum wages in violation of Cal. Labor Code §§ 1194, 1197 & 1197.1; failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, et seq.; failure to provide required meal periods in violation of Cal. Lab Code §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide accurate itemized statements in violation of Cal. Lab. Code §§ 226, 226.2; failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202, and 203; failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802, that occurred during the PAGA Period.

As of the Funding Date, in exchange for the consideration set forth in this Agreement, each of the Aggrieved Employees, the Plaintiff, the LWDA and the State of California, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

5. How much will my payment be?

Defendant Diab Leasing, Inc.'s records reflect that you have «Class Weeks» Workweeks worked during the Class Period. Based on this information, your estimated Settlement Share is \$«Class_Estimated_Settlement_Payment».

Defendants' records reflect that you have «PAGA PPs» Pay Periods worked during the PAGA Period. Based on this information, your estimated Aggrieved Employee Payment is \$«PAGA_Estimated_Settlement_Payment».

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 Settlement Administrator at the address provided in this Notice no later than **November 24, 2023**.

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 payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, (888) 250-6810, e-mail: claims@ILYMgroup.com.

The Court will hold a hearing on January 5, 2024, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, Individual Settlement Payments and Aggrieved Employee Payments will be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees last known mailing address no later than fifteen (15) calendar days after the Maximum Settlement Amount is funded. If there are objections or appeals, resolving them can take time. Please be patient.

After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.ILYMgroup.com/DiabLeasing.

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 receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows. Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payments.

Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by **November 24, 2023**. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *David Ezell v. Diab Leasing, Inc., et al.*, currently pending in the Superior Court for the County of Sacramento, Case No. 34-2021-00305329. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted.

Written requests for exclusion that are postmarked after **November 24, 2023**, 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 tell the Court that I would like to challenge the Settlement?

Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by **November 24, 2023**. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (4) the basis for the objection; and (5) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court. Class Members may not object to the PAGA Payment or Released PAGA Claims.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than **November 24, 2023**. The address for the Settlement Administrator is P.O. Box 2031, Tustin, CA 92781.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
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Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Shani O. Zakay, Esq.
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Email: shani@zakaylaw.com

Counsel for Defendants:

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Ryan C. McKim, Esq.
Clark Hill LLP
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Los Angeles, CA 90071
Tel: (213) 891-9100
Fax: (213) 488-1178
Email: bkahn@clarkhill.com
rmckim@clarkhill.com

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

The Court will hold a Final Approval Hearing at 9:00 a.m., on January 5, 2024, at the Sacramento County Superior Court, located at 720 Ninth Street Sacramento, CA 958140-1280 before Judge Lauri A. Damrell. 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. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. 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.

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

You may call the Settlement Administrator at (888) 250-6810 or write to *David Ezell v. Diab Leasing, Inc., et al.*, Case No. 34-2021-00305329, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, www.ILYMgroup.com/DiabLeasing.

More details are in the First Amended Settlement Agreement. For more information, you may inspect the Court files and the First Amended Settlement Agreement at the Sacramento County Superior Court, located at 720 Ninth Street Sacramento, CA, 958140-1280. You may also contact Class Counsel, the Settlement Administrator, and/or Defendants' Counsel for more information.

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 an event, the Settlement Administrator shall pay all funds from such uncashed checks to Bet Tzedek. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

«Case_Name»

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID QR Code»

ILYM ID: «ILYMID» «PC»

«First_Name» «Last_Name»

«Address_»

«City», «State» «Zip»

**IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED
TO PARTICIPATE IN A CLASS ACTION SETTLEMENT: A
PROMPT REPLY TO CORRECT YOUR ADDRESS IS
REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE.**

Ezell v. Diab Leasing, Inc.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Postage Will
Be Placed Here
Prior To
Mailing

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address>>

<< City>>, <<State>> <<Zip Code>>

IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT: A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE.