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Attorneys for Plaintiff EDUARDO YBARRA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

EDUARDO YBARRA, an individual, on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

HELZBERG'S DIAMOND SHOPS, LLC, a
Missouri Limited Liability Company; and
DOES 1-50, Inclusive;

Defendants.

Case No. 21CV003531

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: August 18, 2023

Time: 3:00 p.m.

Judge: Hon. Brad Seligman

Dept.: 23

1 I, Makenna Snow 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, *Eduardo*
6 *Ybarra v. Helzberg’s Diamond Shops, LLC* matter. I am authorized to make this declaration on
7 behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called
8 upon to testify, I could and 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 Settlement of Class and Representative Action*, (referred to as “Notice Packet”); (c)
18 receiving and processing requests for exclusion and objections to the Settlement, if applicable; (d)
19 resolving Settlement Class Members’ disputes over the number of work weeks Defendant has
20 record of them working during the Class Period, which was pre-printed on their individualized
21 Class Notice; (e) establishing a QSF account and calculating individual settlement award amounts;
22 (f) processing and mailing settlement award checks; (g) handling tax withholdings as required by
23 the Settlement and the law; (h) preparing, issuing and filing tax returns and other applicable tax
24 forms; (i) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement;
25 and (j) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group
26 to perform.

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1 4. On October 31, 2022, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On November 28, 2022, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, last
6 known telephone number, the dates of employment worked for each Settlement Class Member and
7 PAGA Employee. The data file was uploaded to our database and checked for duplicates and other
8 possible discrepancies. The Class List contained 384 individuals.

9 6. As part of the preparation for mailing, all 384 names and addresses contained in the
10 Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
13 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
14 address was found in the NCOA database, the updated address was used for the mailing of the
15 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On February 2, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
18 384 individuals contained in the Class List.

19 8. On April 21, 2023, ILYM Group was advised by Counsel for Defendant that there
20 was an error in workweek data provided to ILYM. On April 24, 2023, Defense Counsel promptly
21 provided a corrected Class List, which identified that there were 32 individuals that were
22 inadvertently included in the original Class List. The removal of these individuals brought the Class
23 List down to 352.

24 9. On May 5, 2023, the corrected Notice Packet was mailed, via U.S First Class Mail,
25 to all 352 individuals contained in the updated Class List. Attached hereto, as **Exhibit A**, is a true
26 and correct copy of the mailed Notice Packet.

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1 10. As of the date of this declaration, 22 Notice Packets have been returned to our office.
2 Of the 22 returned Notice Packets, none included a forwarding address. ILYM Group performed a
3 computerized skip trace on the 22 returned Notice Packets in an effort to obtain an updated address
4 for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 7 updated addresses
5 were obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members,
6 via U.S. First Class Mail.

7 11. As of the date of this declaration, a total of 7 Notice Packets have been re-mailed as
8 as a result of ILYM Group's skip tracing efforts.

9 12. As of the date of this declaration, a total of 15 Notice Packets has been deemed
10 undeliverable as no updated address was found notwithstanding the skip tracing.

11 13. As of the date of this declaration, ILYM Group has not received any requests for
12 exclusion. The deadline to request exclusion from the Settlement was July 8, 2023.

13 14. As of the date of this declaration, ILYM Group has not received any objections to
14 the Settlement. The deadline to file an objection to the Settlement was July 8, 2023.

15 15. As of the date of this declaration, ILYM Group will report a total of 352
16 Participating Class Members, representing 100% of the 352 Settlement Class Members. The total
17 number of workweeks worked by the Participating Class Members during the class period is 22,934.

18 16. Participating Class Members will receive a proportional share of the Net Settlement
19 Fund through individual settlement payments, based on the number of workweeks worked by Class
20 Members during the Class Period. The Net Settlement Fund is the amount remaining after
21 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
22 and Litigation Costs, the Class Representative Service Payment, Claims Administration Fees to
23 ILYM Group, and the PAGA allocation, e.g.,

24 Gross Settlement Amount	\$660,000.00
25 Attorney's Fees	\$220,000.00
26 Attorney's Costs	\$25,000.00
27 Service Payment	\$10,000.00
28 ILYM Group Fees	\$10,000.00 (Additional \$700 paid by Defendant)

LWDA	\$30,000.00
PAGA Members Payment	\$10,000.00
Net Settlement Amount	\$355,000.00

To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$1,008.52, with the estimated highest gross payment being \$3,544.74, and an estimated lowest gross payment of \$15.48.

17. In addition, ILYM Group reports a total of 186 PAGA Members. The PAGA payment shares to the PAGA Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average payment of \$28.41, with the estimated highest payment being \$119.64, and an estimated lowest payment of \$1.30.

18. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$10,700.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
3 was executed this 11th day of July 2023, at Tustin, California.

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EXHIBIT “A”

Superior Court of California, County of Alameda
Eduardo Ybarra v. Helzberg's Diamond Shops, LLC (California Superior Court, County of Alameda,
Case No. 21CV003531).

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 whether you act or don't act.

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

To: All persons who are or previously were employed by Defendant Helzberg's Diamond Shops, LLC in California and classified as non-exempt employees from December 3, 2017 to June 19, 2022 (the "Class Members").

All persons who are or previously were employed by Defendant Helzberg's Diamond Shops, LLC in California and classified as non-exempt employees from September 27, 2020 to June 19, 2022 (the "PAGA Members").

A putative class action and representative action under the California Private Attorneys General Act of 2004 ("PAGA"), which was brought on behalf of the Class and PAGA Members (defined above) and against Defendant Helzberg's Diamond Shops, LLC has been settled for \$660,000.00. As explained in this Notice, if the Court approves this class and PAGA Settlement then you may receive payments under this Settlement. You are receiving this Notice because based on Defendant's records, you are a Class Member and/or a PAGA Member.

If you are a Class Member and/or a PAGA Member, you are eligible for payment from the Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to participate and receive your share of the money from the class and PAGA settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims. [You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.]
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you ask to be excluded from the class portion of the settlement and money is later awarded, you will not receive any share from the class settlement money. But if you exclude yourself, you keep any rights as an individual to sue Defendant separately about the same legal claims that are being settled here. You may exclude yourself from the settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is July 8, 2023. If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement money and be bound by the release of PAGA claims.
OBJECT	Object to the Settlement if you think the Settlement is not fair by sending your written objection to the Settlement Administrator and/or, if you wish, appear at the Final Approval Hearing. If you submit a Request for Exclusion from the Settlement, you cannot also object to it. The deadline to submit an objection is July 8, 2023.

- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**

If you have questions, contact the Settlement Administrator at (888) 250-6810

- **Defendant supports the settlement and will not retaliate in any manner against any class member who remains in the class and receives a settlement payment.**

BASIC INFORMATION

1. **Why was this notice issued?**

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class and representative PAGA action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the lawsuit, the Settlement, your legal rights, the payments that are available, who is eligible to receive them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of Alameda, and the case is known as Eduardo Ybarra v. Helzberg Diamond Shops, LLC, Case No. 21CV003531 (the “Action” or the “Lawsuit”).

2. **What is the Lawsuit about?**

On December 3, 2021, Plaintiff Eduardo Ybarra filed a Class Action Complaint with the Superior Court of the State of California, County of Alameda (Case No. 21CV003531), alleging several wage and hour claims under the California Labor Code, the California Business and Professionals Code, the applicable Wage Order, and the PAGA (the “Lawsuit”).

Defendant denies all of the claims in the Lawsuit. However, Defendant has agreed to settle the Lawsuit to avoid continued litigation. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated.

3. **What is a class action?**

In a class action lawsuit, a Class Representatives (in this case, Eduardo Ybarra) sue on behalf of others who may have similar claims, who are called a class or class members.

4. **Why is there a Settlement?**

The Court did not decide in favor of the Plaintiff, nor did the Court decide in favor of Defendant. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of further litigation including a trial, and the people affected will get compensation from the Settlement.

5. **Who are the Parties in these Lawsuits?**

Plaintiff Eduardo Ybarra was an employee of the Defendant. The Defendant is Helzberg’s Diamonds, LLC.

6. **Who are the Attorneys representing the Plaintiff and the Class?**

ZAKAY LAW GROUP, APLC Shani O. Zakay Jackland K. Hom 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Telephone: (619)255-9047 Facsimile: (858) 404-9203 shani@zakaylaw.com jackland@zakaylaw.com	JCL LAW FIRM, APC Jean-Claude Lapuyade 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Telephone: (619) 599-8292 Facsimile: (619) 599-8291 jlapuyade@jcl-lawfirm.com
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You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

THE TERMS OF THE SETTLEMENT

If you have questions, contact the Settlement Administrator at (888) 250-6810

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$660,000.00 to fully and finally resolve all claims in the Lawsuit (referred to as the “Total Settlement Amount”). Class Counsel will apply to the Court for attorneys’ fees of up to \$220,000; litigation costs estimated at \$25,000; a “Class Representative Service Payment” of up to \$10,000 to the Plaintiff for his work and effort in prosecuting this case, risks taken for the payment of costs in the event of loss, and a general release of all claims; settlement administration expenses to ILYM Group, estimated at \$10,000; and a “PAGA Payment” to the California Labor Workforce and Development Agency (“LWDA”) and PAGA Members in settlement of claims for penalties under PAGA. The exact amount of the attorneys’ fees, litigation costs, Class Representative service payments, and settlement administration expenses will be determined by the Court at the Final Approval hearing if the Settlement is approved.

Following the Court-approved deductions, the remaining portion of the Settlement, the Net Settlement Amount (“NSA”), is estimated to be \$355,000. The NSA will be apportioned and paid out entirely, automatically, to all “Participating Class Members,” who are the Settlement Class Members who do not ask to be excluded from the class action settlement, as “Individual Settlement Payments.”

No portion of the Total Settlement Amount will revert to Defendant under any circumstances.

8. How will the Individual Settlement Payments be calculated and how much will my award be?

Participating Class Members will receive a pro-rata share of the NSA based on the number of weeks they worked for Defendant during the time period of December 3, 2017 to June 19, 2022 (the “Class Settlement Period”).

Here’s how it works – the NSA will be entirely distributed to the Participating Class Members. The NSA allocated to each individual Participating Class Member will be based on the individual’s total number of weeks worked during the Class Settlement Period, in relation to the total number of weeks worked by all Participating Class Members. Weeks will be calculated according to Defendant’s records.

Based on Defendant’s records, you worked ____ work weeks during the Class Settlement Period and your estimated Individual Settlement Payment is \$____, before applicable tax withholdings, although the actual amount that is paid may be lower or higher than the amount estimated. If you wish to dispute your number of workweeks during the Class Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Defendant for a different number of weeks during the Class Settlement Period.

Individual Settlement Payments shall be subject to applicable withholding taxes on that portion of the payment allocated to wages. Individual Settlement Payments will be allocated 20% to wages for which an IRS W-2 form will be issued, and 80% to penalties and interest for which an IRS 1099 form will be issued as required. You will be responsible for the tax consequences of your Individual Settlement Payments, for filing your own returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual Settlement Payment you could receive under the Settlement.

9. How will the PAGA Payment be distributed?

The Parties will seek approval from the Court to designate \$40,000.00 of the Total Settlement Amount as penalties recoverable under the PAGA. 75% of this amount, or \$30,000.00, will be paid to the LWDA, as required by law. The remaining 25% of this amount, or \$10,000.00, will be distributed to the PAGA Members as “Individual PAGA Payments.” The Individual PAGA Payments are paid in addition to any Individual Settlement Payments (the Individual Settlement Payment and the Individual PAGA Payments are the “Settlement Payment”). 100% of the PAGA Payment will be treated as penalties and interest. You should consult with a tax advisor concerning the tax consequences of the Individual PAGA Payment you could receive under the Settlement.

Not all Class Members are PAGA Members entitled to an Individual PAGA Payment. You are only a PAGA Member if you worked for Defendant during the period September 27, 2020 to June 19, 2022 (the “PAGA Settlement Period”). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of pay periods that you worked during the PAGA Settlement Period. Based on Defendant’s records, your total pay periods during the PAGA Settlement Period is _____. Based on that, your anticipated approximate Individual PAGA Payment is \$____. If you wish to dispute your number of pay periods during the PAGA Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Defendant for a different number of pay periods during the PAGA Settlement Period.

HOW TO GET PAYMENT

10. **How can I get my Settlement Payment?**

If the Settlement is approved, you do not need to do anything to receive a Settlement Payment. If the Court approves the Settlement at a final approval hearing, your Settlement Payment will be mailed to the address on file with the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you** if the Court approves the settlement.

11. **When can I expect to receive my Settlement Payment?**

If the Court approves the Settlement, and there are no pending objections, your share of the Settlement will be paid approximately 90 days after the Court grants final approval of the Settlement. ***Your share of the Settlement will be mailed to the address on file for you.*** Again, if this address is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail or by calling the Settlement Administrator at (888) 250-6810.

12. **What am I giving up to get a Settlement Payment?**

Participating Class Members will be giving up or “releasing” the claims described below:

Release of Class Claims: After the Court grants final approval of the Settlement, each Participating Settlement Class Member will be bound by the approval and judgment and thereby fully and forever release Defendant and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns (“Released Parties”) from all claims and causes of action as alleged in, and that could have been alleged based on the facts of, the Lawsuit, including, but not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, arising out of or based upon any provision alleged in the Action, including the California Labor Code, the California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code § 17200, et seq.; including, without limitation, the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay minimum wages, including for all alleged off the clock work; (b) all claims for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay, and all alleged claims of off the clock work; (c) all claims for failure to provide reporting time pay; (d) all claims for failure to pay the regular rate of pay, including for meal and rest break premiums and paid sick leave, as well as all claims for failure to provide paid sick leave; (e) all claims for failure to maintain employment records, including timekeeping and payroll records; (f) all claims for failure to provide compliant meal periods and pay related premiums at the regular rate; (g) all claims for failure to provide compliant rest periods and pay related premiums at the regular rate; (h) all claims for failure to reimburse business expenses; (i) all claims for failure to pay timely current wages and associated penalties; (j) all claims for failure to pay final wages; (k) all claims for failure to provide accurate wages statements; and (l) all claims for relief under California Business and Professions Code § 17200, et seq. arising from violations of the Labor Code released herein. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

If you have questions, contact the Settlement Administrator at (888) 250-6810

PAGA Members and the State of California will be giving up or “releasing” claims for civil penalties under the PAGA:

Release of PAGA Claims: After the Court grants final approval of the Settlement, then Plaintiff, as a representative of the State of California and on behalf of the LWDA and the PAGA Members, will fully and forever release the Released Parties from all claims and causes of action for civil penalties under PAGA as alleged in, and that could have been alleged based on the facts of the PAGA Letters (that Plaintiff filed on September 27, 2021 and April 13, 2022) and in the Action, and that seek civil penalties pursuant to PAGA and other relief available pursuant to the PAGA against the Released Parties. Regardless of whether any Class Member opts out of the Class Settlement, they will still be bound by the PAGA Release if they are PAGA Members. The period of the PAGA Release is the PAGA Period. The Released PAGA claims include claims for civil penalties pursuant to PAGA as a result of the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay minimum wages, including for all alleged off the clock work; (b) all claims for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay, and all alleged claims of off the clock work; (c) all claims for the failure to provide suitable seating; (d) all claims for failure to provide reporting time pay; (e) all claims for failure to pay the regular rate of pay, including for meal and rest break premiums and paid sick leave, as well as all claims for failure to provide paid sick leave; (f) all claims for failure to maintain employment records, including timekeeping and payroll records; (g) all claims for failure to provide compliant meal periods and pay related premiums at the regular rate; (h) all claims for failure to provide compliant rest periods and pay related premiums at the regular rate; (i) all claims for failure to reimburse business expenses; (j) all claims for failure to pay timely current wages and associated penalties; (k) all claims for failure to pay final wages; and (l) all claims for failure to provide accurate wages statements.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. Can I exclude myself from the class settlement?

If you do not wish to participate in the class settlement for whatever reason, you can exclude yourself from the class settlement (that is, “opt out” of the Settlement). If you opt out, you keep your right to sue the Defendant for the same claims on an individual basis. However, you cannot opt out of the PAGA portion of the Settlement. To opt out and exclude yourself from the Class and this Settlement so that you do not become a Participating Settlement Class Member, you must provide a signed and dated letter to the Administrator requesting to be excluded from the Class. The letter should state in substance that you have read and understand the Notice of Settlement of the Class and Representative Action and that you wish to exclude yourself from the Settlement described in the Notice.

Your letter requesting to exclude yourself must include the case name, Eduardo Ybarra v. Helzberg Diamond Shops, LLC, your full name, current address and telephone number. It must be addressed to the Administrator at ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781, postmarked on or before July 8, 2023. Requests for exclusion postmarked after this date may be disregarded.

14. If I don’t exclude myself from the class settlement, can I sue Defendant for the same thing later?

No. Unless you exclude yourself from the class settlement, you give up any right to sue Defendant for the claims that this Settlement resolves. ***If you have a separate arbitration or lawsuit already against any of the Defendant, you should speak to your lawyer in that case immediately.*** You may need to exclude yourself from this Class and this case by the above deadline in order to continue your separate arbitration or lawsuit.

15. If I exclude myself from the class settlement, can I get money from this settlement?

Not from the Class Settlement. If you request to be excluded from the Settlement, you will not receive an Individual Settlement Payment. You also will not be able to object to the Settlement as explained below. Your Individual Settlement Payment will be redistributed to the Participating Class Members.

However, if you are a PAGA Member, you will receive an Individual PAGA Payment regardless of whether you exclude yourself from the class settlement.

No portion of the Total Settlement Amount will go back to Defendant as a result of any person opting out of the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, and you don't request to be excluded from the class settlement, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it before the Court decides whether to grant final approval of the Settlement. You may object either in writing and/or by appearing at the Final Approval Hearing.

To object in writing, you must submit a timely written objection to the Administrator. Your objection should state that you object to the proposed Settlement of this case entitled Eduardo Ybarra v. Helzberg Diamond Shops, LLC, Case No. 21CV003531. Be sure to include your name, address, telephone number, and signature, and the specific reasons you object to the Settlement. You must mail your written objection to the Administrator at ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781, postmarked on or before July 8, 2023. Objections postmarked after this date may be disregarded.

If you have questions regarding this Settlement, you should contact attorneys for Plaintiffs and the Class (see Paragraph 6 above) or the Settlement Administrator. Please **DO NOT** contact attorneys for Defendant or any of the Defendant's managers and supervisors, or owners.

THE COURT'S FINAL FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval hearing in Department 23 of the Superior Court of California, County of Alameda located at the Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, CA 94612 on August 15, 2023, at 3:00 p.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives' Enhancement Awards, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection and indicated an intention to speak at the Final Approval Hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions from the Judge. But you are welcome to come at your own expense to support or object to the settlement. If you send your timely written objection to the Settlement Administrator, you don't have to come to Court to object but you can if you wish to. As long as you mailed your written objection on time, the Court will consider it. You may also hire and if required pay your own lawyer to attend if you so desire.

19. May I speak at the hearing?

You may appear at the Final Approval Hearing and ask the Court for permission to speak, however, to be sure that any objection will be considered by the Court, you should submit a timely written objection, or a notice of intent to appear at the hearing. To do so, please timely submit the objection or notice of intent to appear to the

Settlement Administrator listed in section 16 no later than July 8, 2023. Any notice of intent to appear should include a description of any arguments you intend to make. Even if you do not submit a written objection or notice of intent to appear, you may still appear and make your objection in person, with the Court's permission.

GETTING MORE INFORMATION

20. **Who may I contact if I have questions about the settlement?**

This Notice is only a summary of the Lawsuit and proposed Settlement. For more information, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at minimal charge. You may also view images of every document filed in this case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also contact Class Counsel if you need more information or have questions. You may also contact the Settlement Administrator by calling toll free (888) 250-6810, or you can write to Settlement Administrator, at ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR ANY OF THEIR MANAGERS, SUPERVISORS, OWNERS OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Settlement Payment will be sent if the Settlement is approved.

B. **Settlement Payment checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Settlement Class Member and/or PAGA Member who did not cash his or her Settlement Payment check. If your Settlement Payment check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.