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Attorneys for Plaintiff

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

DORCELI RIVAS, an individual, and on
behalf of herself and on behalf of all persons
similarly situated;

Plaintiff,

v.

SITAJI, a California Corporation; and DOES
1-50, Inclusive,

Defendants.

Case No. CVRI2101761

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

Date: October 11, 2023
Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: S303

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America, and am over the age of 18. I am the
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 Claims Administrator for the above captioned *Rivas v. Sitaji*
6 matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have
7 personal knowledge of the facts herein, and, if called upon to testify, I could and would testify
8 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 claims administration, pursuant to the
15 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 And Final Hearing Date* and *Request for*
18 *Exclusion*, (collectively referred to as “Notice Packet”); (b) receiving and processing requests for
19 exclusion; (c) resolving Settlement Class Members’ disputes over the number of workweeks
20 Defendants have record of them working during the Class Period, which was pre-printed on their
21 individualized Class Notice; (d) 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)
24 handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
25 performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to
26 perform.

1 4. On May 25, 2023, ILYM Group received the Court approved text for the Notice
2 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On June 12, 2023, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, social security number, and employment dates for each
6 Settlement Class Member. The data file was uploaded to our database and checked for duplicates
7 and other possible discrepancies. The Class List contained 180 individuals.

8 6. As part of the preparation for mailing, all 180 names and 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 Settlement Class Members before mailing of the Notice Packet. The
12 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
13 address was found in the NCOA database, the updated address was used for the mailing of the
14 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
15 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

16 7. On June 26, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
17 180 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
18 copy of the mailed Notice Packet.

19 8. As of the date of this declaration, 26 Notice Packets have been returned to our office
20 as undeliverable. ILYM Group performed a computerized skip trace on the 26 returned Notice
21 Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose
22 of re-mailing the Notice Packet. As a result of this skip trace, 12 updated addresses were obtained
23 and the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S First
24 Class Mail.

25 9. As of the date of this declaration, a total of 12 Notice Packets have been re-mailed.
26 Specifically, 12 have been re-mailed as a result of ILYM Group's skip tracing efforts.

27 10. As of the date of this declaration, a total of 14 Notice Packets have been deemed
28 undeliverable. Specifically, 14 have been deemed undeliverable as no updated address was found

1 notwithstanding the skip tracing.

2 11. As of the date of this declaration, ILYM Group has not received any requests for
3 exclusion. The deadline to request exclusion from the Settlement was August 10, 2023.

4 12. As of the date of this declaration, ILYM Group has not received any objections to
5 the Settlement. The deadline to file an objection to the Settlement was August 10, 2023.

6 13. As of the date of this declaration, ILYM Group will report a total of 180
7 Participating Claimants, representing 100% of the 180 Settlement Class Members.

8 14. Participating Claimants will receive a proportional share of the Net Settlement Fund
9 through individual settlement payments, based on the number of workweeks worked by Class
10 Members during the Class Period. The Net Settlement Fund is the amount remaining after
11 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
12 and Litigation Costs, the Class Representative Enhancement Awards, Claims Administration Fees
13 to ILYM Group, LWDA and the Aggrieved Employees allocation, e.g.,

14	Gross Settlement Fund	\$ 285,000.00
15	Attorney Fees	\$ 95,000.00
16	Attorney Costs/ Expenses	\$ 15,000.00
17	Enhancement Award - Doriceli Rivas	\$ 10,000.00
18	ILYM Group Fees	\$ 8,000.00
19	LWDA	\$ 7,500.00
20	Aggrieved Employees	\$ 2,500.00
21	Net Settlement Fund	\$ 147,000.00

22 To determine a Participating Claimant's individual settlement award payment, the Net Settlement
23 Fund will be divided by the total number of workweeks worked by all Settlement Class Members
24 during the Class Period, multiplied by the number of workweeks worked by that Participating
25 Claimant. Based on these calculations, the Participating Claimants will receive an estimated
26 average gross payment of \$816.67, with the estimated highest gross payment being \$7,010.30 and
27 the estimated lowest gross payment being \$4.80. Based on these calculations, the Aggrieved
28

1 Employees with receive an estimated average gross payment being \$26.32, with the estimated
2 highest gross payment being \$103.65, and the estimated lowest gross payment being \$2.07.

3 15. ILYM Group's total fees and costs for services in connection with the administration
4 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
5 costs for completion of the settlement administration, are \$8,000.00. ILYM Group's work in
6 connection with this matter will continue with the calculation of the settlement award payments,
7 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
8 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
9 Group to perform.

10 I declare under penalty of perjury under the laws of the State of California and the United
11 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
12 was executed this 13th day of September 2023, at Tustin, California.

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17 NATHALIE HERNANDEZ
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EXHIBIT “A”

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Rivas v. Sitaji, Riverside County Superior Court Case No. CVRI2101761)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS 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_Amount». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this class 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 Defendant 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. 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 Class Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the “Court”) has been reached between Plaintiff Dorceli Rivas (“Plaintiff”) and Defendant Sitaji, a California Corporation (“Defendant”). 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 non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period.

The “Class Period” is the period of time running from April 15, 2017, to March 11, 2022.

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

2. What is this class action lawsuit about?

On April 15, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (a) Violated California Business and Professions Code sections 17200-17210.; (b) Failed to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code sections 510-558.1 ; (d) Failed to provide required meal periods in violation of California Labor Code sections 226.7 & 512, and the applicable Industrial Welfare Commission (“IWC”) Wage Order ; (e) Failed to provide required rest periods in violation of California Labor Code sections 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of California Labor Code section 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code section 226; (h) Failed to provide wages when due in violation of California Labor Code sections 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code sections 17200-17210; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On March 11, 2021, the Parties participated in an all-day mediation with Kelly A. Knight, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded in a settlement after both sides agreed to a Mediator’s proposal. The Court granted preliminary approval of the Settlement on May 24, 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?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to participating Class Members, Class Counsel Award, Settlement Administration Costs, PAGA Settlement, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$8,000.00 for expenses, including expenses of sending this Class Notice, processing opt-outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$95,000) plus costs and expenses not to exceed \$15,000 for all costs and 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 Award. Class Representative Service Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Settlement. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Settlement, and the Settlement Administration Costs are deducted from the Gross 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 Individual Settlement Payment 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. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one day during any such workweek.
- Calculation of Individual Payments to Aggrieved Employees. The Aggrieved Employee Payment of the PAGA Settlement shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment 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 Aggrieved Employee during the PAGA Period. The estimated average Individual Payment to each Aggrieved Employee is \$26.59. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between February 8, 2020 to March 11, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement 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 Settlement Administrator to inform them of your correct address to ensure you receive your payment.

You may find the full text of Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" attached as Exhibit 1 to the Declaration of Jean-Claude Lapuyade in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on February 2, 2023 with the Riverside County Superior Court, Dept. 6, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>.

Tax Matters. One-third of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Two-thirds of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each participating Class Member will be issued an Internal Revenue

Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Settlement Payments paid to Aggrieved Employees, and each Aggrieved 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?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims which are alleged in the operative complaint, or could have been alleged based upon the facts in the operative complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims which are alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA 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 Defendant 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.

5. How much will my payment be?

Defendant's records reflect that you have «Class_Weeks» Workweeks worked during the Class Period (April 15, 2017 to March 11, 2022).

Based on this information, your estimated Individual Settlement Payment is \$«Class_Estimated_Settlement_Amount».

Defendant's records reflect that you have «PAGA_Pay_Periods» pay periods worked during the PAGA Period (February 8, 2020 to March 11, 2022).

Based on this information, your estimated PAGA Payment Share is \$«PAGA_Estimated_Settlement_Amount».

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 Class Notice no later than August 10, 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 Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. at 1-888-250-6810.

The Court will hold a hearing on October 11, 2023, to decide whether to finally approve the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final approval hearing. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. 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

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 Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than August 10, 2023. The address for the Settlement Administrator is P.O. Box 2031 Tustin, CA 92781. The request for exclusion must state in substance: "'I wish to opt out of the settlement of the class action lawsuit entitled *Rivas v. Sitaji, Riverside County Superior Court, Case No. CVRI2101761*. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Class Notice.'" The request for exclusion must contain your name, address, last four digits of your social security number, and signature for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after August 10, 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?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, last four digits of your social security number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Rivas v. Sitaji, Riverside County Superior Court, Case No. CVRI2101761*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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 August 10, 2023. The address for the Settlement Administrator is ILYM Group Inc., P.O. Box 2031 Tustin, CA 92781

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

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Counsel for Defendant:

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Pettit Kohn Ingrassia &
Dolin, PC
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San Diego, CA 92130
Tel.: (858) 755-8500
Fax: (859) 755-8504
E-Mail: jlutz@pettitkohn.com

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

The Court will hold a Final Approval Hearing at 8:30 AM on October 11, 2023, at the Riverside County Superior Court, Dept. 10, located at 4050 Main Street, Riverside CA 92501 before Judge Harold W. Hopp. 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 1-888-250-6810 or write to ***Rivas v. Sitaji, Riverside County Superior Court, Case No. CVRI2101761***, Settlement Administrator, c/o ILYM Group Inc., P.O. Box 2031 Tustin, CA 92781.

This class notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to those participating Class Members and/or Aggrieved Employees who cashed their checks through a second distribution using the same allocation as the first distribution. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.
- A Spanish version of this notice may be found at www.ilymgroup.com.

Superior Court of California, County of Riverside
Rivas v. Sitaji
Riverside County Superior Court Case No. CVRI2101761

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is August 10, 2023. Please note that exclusion from the Settlement does not result in exclusion of the PAGA Settlement

I. **PERSONAL INFORMATION**

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____

II. **REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Dorceli Rivas v. Sitaji*, Case No. CVRI2101761, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. I understand that exclusion from the Settlement does not result in exclusion from the PAGA Settlement.

Any Class Member that submits a timely Request for Exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement.

III. **MAILING INSTRUCTIONS**

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before August 10, 2023, AT THE ADDRESS LISTED BELOW:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

IV. **PLEASE SIGN BELOW**

I declare that the foregoing is true and correct.

Dated: _____
(Signature)

(Last 4 of SSN) (Print Name)