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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DEVIN TERRELL, NESHA SHEDD AND
SUSAN BUSTOS, individuals, on behalf of
themselves, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

KAISERAIR, INC., a California corporation;
and DOES 1 through 50, Inclusive.

Defendants.

Case No. RG21113701

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: November 17, 2023

Time: 9:00 a.m.

Judge: Hon. Evelio Grillo

Dept.: 21

Reservation ID: 257718508062

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, *Terrell v.*
6 *KaiserAir, 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 *Court Approved Notice of Class Action and PAGA Settlement* (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.

1 4. On July 9, 2023, 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 July 24, 2023, 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 individual, the number of
7 Work Weeks worked for each Settlement Class Member during the Class Period and the number
8 of Pay Periods worked for each PAGA Aggrieved Employee during the PAGA Period. The data
9 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
10 Class List contained 337 individuals.

11 6. As part of the preparation for mailing, all 337 names and addresses contained in the
12 Class List were then processed against the National Change of Address ("NCOA") database,
13 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
14 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
15 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
16 address was found in the NCOA database, the updated address was used for the mailing of the
17 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
18 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

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

23 8. On August 7, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
24 337 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
25 copy of the mailed Notice Packet.

26 9. As of the date of this declaration, 19 Notice Packets have been returned to our office
27 as undeliverable. Of the 19 returned Notice Packets, none included a return with a forwarding
28 address. ILYM Group performed a computerized skip trace on all 19 returned Notice Packets that

1 did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-
2 mailing the Notice Packet. As a result of this skip trace, 11 updated addresses were obtained and
3 the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S. First
4 Class Mail.

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

7 11. As of the date of this declaration, a total of 8 Notice Packets have been deemed
8 undeliverable as no updated address was found notwithstanding the skip tracing.

9 12. As of the date of this declaration, ILYM Group has received 2 requests for exclusion
10 from the following individuals: Carole Nordquist and Susan Nagid. The deadline to request
11 exclusion from the Settlement was September 21, 2023.

12 13. As of the date of this declaration, ILYM Group has not received any objections to
13 the Settlement. The deadline to file an objection to the Settlement was September 21, 2023.

14 14. As of the date of this declaration, ILYM Group has not received any disputes from
15 a Settlement Class Member.

16 15. As of the date of this declaration, ILYM Group will report a total of 335
17 Participating Class Members, representing 99.41% of the 337 Settlement Class Members. The total
18 number of Work Weeks worked by the Participating Class Members during the class period is
19 35,567.41.

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

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1	Gross Settlement Amount	\$1,200,000.00
2	Attorney's Fees	\$400,000.00
3	Attorney's Costs	\$25,000.00
4	Service Award Payment- Terrell	\$5,000.00
5	Service Award Payment- Shedd	\$5,000.00
6	Service Award Payment- Bustos	\$10,000.00
7	ILYM Group Fees	\$9,200.00
8	LWDA	\$45,000.00
9	PAGA Allocation to Aggrieved Employees	\$15,000.00
10	Net Settlement Amount	\$685,800.00

11 17. To determine a Participating Class Member's individual settlement award payment,
12 the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of
13 the Applicable Work Weeks worked by each Class Member during the Class Period, to the total
14 number of Applicable Work Weeks worked by all Class Members during the Class Period. Based
15 on these calculations, the Participating Class Members will receive an estimated average gross
16 payment of \$2,047.16, with the estimated highest gross payment being \$5,352.02. The PAGA
17 payment shares to the PAGA Employees will be calculated based on the Aggrieved Employee's
18 number of Pay Periods worked during the PAGA Period. The distribution will be divided among
19 all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Pay
20 Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of
21 Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period.
22 Based on these calculations, the PAGA Employee's, will receive an estimated average payment of
23 \$67.26, with the estimated highest payment being \$124.26.

24 18. 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 \$9,200.00. 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.

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

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8 NICOLE BENCH
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EXHIBIT “A”

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

DEVIN TERRELL v. KAISERAIR, INC. et al Case No. RG21113701

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class and PAGA action lawsuit (“Action”) against KaiserAir, Inc. (“Defendant” or “KaiserAir”) for alleged wage and hour violations. The Action was filed by current and former KaiserAir employees Devin Terrell, Nesha Shedd and Susan Bustos (“Plaintiffs”) and seeks payment of (1) back wages for a class of nonexempt employees who worked for KaiserAir in California (“Class Members”) during the Class Period (September 23, 2017 to January 18, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all nonexempt employees who worked for KaiserAir in California during the PAGA Period (July 19, 2020 to January 18, 2023) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Class Est Settlement Payment» (less withholding) and your Individual PAGA Payment is estimated to be \$«PAGA Est Settlement Payment»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Class Weeks» workweeks** during the Class Period and **you worked «PAGA Pay Periods» pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is September 21, 2023	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by September 21, 2023	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the November 17, 2023 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on September 21, 2023. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by September 21, 2023	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 21, 2023. See Section 4 of this Notice.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, including overtime wages, failing to provide legally compliant meal and rest periods, failing to reimburse for mandatory business expenses, failing to provide accurate itemized wage statements, failing to pay overtime, premiums and sick pay at the correct rate of pay, and failing to pay wages when due. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: The JCL Law Firm, APC, and Zakay Law Group, APC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired a neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,200,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the

Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than fifteen (15) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$400,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Plaintiffs Terrell and Shedd will receive a Class Representative Award in the amount of \$5,000 each whereas Plaintiff Bustos will receive a Class Representative Award in the amount of \$10,000 for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$12,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$60,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
5. Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies represented by such checks will be transmitted to the Children Advocacy Institute (CAI), A Cy Pres, leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384.
7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than September 21, 2023, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the September 21, 2023, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release KaiserAir, Inc. and any parent, subsidiary, affiliate, predecessor or successor, and all agents, exempt employees, officers, directors and attorneys thereof (“Releasees”), from any and all of the Released Class Claims. The release shall include all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock and on-call work), failure to provide meal and authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to reimburse business expenses, failure to provide or accurately calculate sick pay, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, and conversion of wages through the Class Period. This Release shall include claims that were raised, or that reasonably could have been raised based on the facts and allegations in the Complaint (after amended pursuant to Paragraph 1.5, above). This Release shall include all claims and theories arising under the applicable regulations, Wage Orders and Labor Code, as well as claims under Business and Professions Code section 17200 *et seq.*, based on violations of the above Labor Code provisions. This release shall apply to all claims arising at any point during the Class Period. This release shall not apply to the Released PAGA Claims, which are released separately hereinbelow. Except as set forth in Sections 6.3 and 6.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Plaintiffs,’ as Agents and Proxies of the LWDA, and the LWDA’s Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Plaintiffs,’ as Agents and Proxies of the LWDA, and the LWDA’s Release are as follows:

Plaintiffs, as Agents and Proxies of the LWDA, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims, including all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA, as amended, 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 release includes but is not limited to a release for PAGA penalties arising from violations alleged under California Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 246, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 2802.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of respective Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of respective PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until September 21, 2023, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Devin Terrell v. KaiserAir, Inc. Case No. RG21113701, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by September 21, 2023, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) days before the November 17, 2023, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://ilymgroup.com/KaiserAir> or the Court's website <https://www.alameda.courts.ca.gov>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is September 21, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Devin Terrell v. KaiserAir, Inc.* Case No. RG21113701 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on November 17, 2023, at 9:00 am in Department 21 of the Rene C. Davidson Courthouse (Alameda Superior Court), located at 1225 Fallon Street Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://ilymgroup.com/KaiserAir> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://ilymgroup.com/KaiserAir>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.alameda.courts.ca.gov/online-services/search-name>) and entering the Case Name and or/ the Case Number for the Action, Case No. RG21113701.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
F: 619-599-8291

ZAKAY LAW GROUP
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781
T: 1-888-250-6810
E-Mail: info@ilymgroupclassaction.com
Website: www.ilymgroup.com/KaiserAir

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Terrell v. KaiserAir, Inc. et al

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»