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Attorneys for Plaintiff NICOLAS NEUTALL

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

NICOLAS NEUTALL, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

URBAN ALCHEMY, a California Corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No. CGC-20-588622

CLASS ACTION

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC., IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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

8 2. ILYM Group has extensive experience in administering class action settlements, including
9 direct mail services, database management, claims processing and settlement fund distribution services
10 for class actions ranging in size from 26 to 4.5 million settlement class members.

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

23 4. On March 20, 2023, ILYM Group received the class data file from counsel for Defendant,
24 which contained the name, social security number, last known mailing address, and the Class and PAGA
25 work weeks worked for each Class Member. The data file was uploaded to our database and checked for
26 duplicates and other possible discrepancies. The Class List contained 2,891 individuals who worked
27 102,476 work weeks.

1 5. As part of the preparation for mailing, all 2,891 names and addresses contained in the
2 Class List were processed against the National Change of Address (“NCOA”) database, maintained by
3 the United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
4 of the Class Members before mailing the Notice of Settlement. The NCOA contains requested change of
5 addresses filed with the USPS. To the extent that an updated address was found in the NCOA database,
6 the updated address was used for mailing the Notice of Settlement. To the extent that no updated address
7 was found in the NCOA database, the original address provided by IRI’s Counsel was used for the
8 mailing.

9 6. On April 4, 2023, the Notice of Settlement was mailed, via U.S First Class Mail, to all
10 2,891 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy
11 of the mailed Notice of Settlement.

12 7. As of the date of this declaration, 659 Notices have been returned to our office. Of the 659
13 returned Notices, 2 included a forwarding address. ILYM Group performed a computerized skip trace on
14 the 657 returned Notices that did not have a forwarding address, in an effort to obtain an updated address
15 for the purpose of re-mailing the Notice of Settlement. As a result of ILYM Group’s skip tracing efforts,
16 555 updated addresses were obtained and the Notice of Settlement was promptly re-mailed to those Class
17 Members, via U.S First Class Mail.

18 8. As of the date of this declaration, a total of 102 Notices have been deemed undeliverable.
19 Specifically, 102 has been deemed undeliverable as no updated address was found notwithstanding the
20 skip tracing.

21 9. In an effort to find updated addresses for those undeliverable Notice Packets, on May 9,
22 2023, ILYM notified defense counsel and provided the names of members whose Notice Packets came
23 back undeliverable. Of those 102 undeliverable Notice Packets, 26 are currently employed by Defendant.

24 10. On May 19, 2023, defense counsel provided ILYM group with updated addresses for those
25 26 current employees and ILYM promptly re-mailed their notice packets. The extended deadline to opt
26 out and/or submit an objection to the Settlement is June 3, 2023.

27 11. As of the date of this declaration, ILYM Group has received 2 requests to opt out of the
28 Settlement from Linton Nicholson and Octavio Reyes. The deadline to opt out of the Settlement was

1 May 19, 2023.

2 12. ILYM Group has been notified by defense counsel that an agreement in principle for a
3 general release of claims from 2 Class Member has been reached and that this member should not receive
4 both Class and PAGA award. The request for exclusion was also from the same Class Members.
5 Therefore, these members will not receive Class and PAGA payments.

6 13. As of the date of this declaration, ILYM Group has not received any objections to the
7 Settlement. The deadline to submit an objection to the Settlement was May 19, 2023.

8 14. As of the date of this declaration, there are 2,889 Participating Class Members, *i.e.* Class
9 Members who did not submit a timely request to opt-out. The total number of workweeks worked by
10 Participating Class Members during the Class Period is 102,372. The Net Settlement Amount available
11 to Participating Class Members is estimated to be \$544,133.34 and was calculated by subtracting the
12 requested attorneys' fees (\$326,666.66), the amount requested for litigation costs and expenses
13 (\$30,000.00), the requested Enhancement Payment (\$10,000.00), the requested Settlement
14 Administration Costs (\$19,200.00), and the PAGA Payment (\$50,000.00) from the Gross Settlement
15 Amount (\$980,000.00).

16 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently
17 estimated to be approximately \$813.23, the *average* Individual Settlement Amount is currently estimated
18 to be approximately \$188.35. These amounts are subject to employee-side tax and withholdings.

19 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 2,876 PAGA Group Members who worked a total of
22 51,388 pay periods during the PAGA Period.

23 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$17.27,
24 the *average* individual PAGA share is approximately \$4.35.

25 18. ILYM Group's total fees and costs for services in connection with the administration of
26 this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for
27 completion of the settlement administration, are \$19,200.00. ILYM Group's work in connection with this
28 matter will continue with the calculation of the settlement award payments, issuance and mailing of the

1 settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that
2 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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

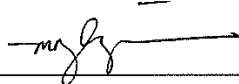
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11 CASSANDRA POLITES
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EXHIBIT “A”

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

(Neutall v. Urban Alchemy., San Francisco County Superior Court Case No. CGC-20-588622)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<MERGED_IndividualAward>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the 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 Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the “Court”) has been reached between Plaintiff Nicolas Neutall (“Plaintiff”) and Defendant Urban Alchemy (“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 December 23, 2016 to July 1, 2022.

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

2. What is this class action lawsuit about?

On December 23, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Contra Costa. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (d) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (f) Failed to reimburse Plaintiff for required expenses in violation of California Labor code 2802; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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 section 17200 *et seq.*; that Defendant fully reimbursed members of the class for required business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On February 28, 2022, the Parties participated in an all-day mediation with David Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement. However, following the mediation, each side, represented by its respective counsel, continued settlement negotiations, with the assistance of Mediator Rotman, until they agreed to settle the Action. The Court granted preliminary approval of the Settlement on March 7, 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 One Million Thousand Dollars (\$1,000,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment 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 Expenses.** Payment to the Settlement Administrator, estimated not to exceed \$20,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$333,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- **Class Representative Service Payment.** Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- **PAGA Payment.** A payment of \$50,000 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$37,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$12,500 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- **Calculation of Payments to Participating Class Members.** After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments the LWDA Payment, and the Settlement Administration Expenses 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 Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as the number of weeks during the Class Period that each Class Member was employed as a non-exempt employee of Defendant.
- **Calculation of PAGA Penalties Payments to PAGA Employees.** The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount 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. “Aggrieved Employees” means all mean 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 October 16, 2019 to July 1, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 20% of each Settlement Share 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. 80% of each Settlement Share 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 the PAGA Penalties 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 alleged 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 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 <<MERGED_ClassWW>> Workweeks worked during the Class Period (December 23, 2016 to July 1, 2022).

Based on this information, your estimated Individual Settlement Payment is \$<<MEGED_ClassAward>>.

Defendant's records reflect that you have <<MERGED_PAGAPP>> pay periods worked during the PAGA Period (October 16, 2019 to July 1, 2022).

Based on this information, your estimated PAGA Payment Share is \$<<MERGED_PAGAAward>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than **May 19, 2023**.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. Tel: (888) 250-6810.

The Court will hold a hearing on July 13, 2023 to decide whether to finally approve the Settlement. 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 <https://ilymgroup.com/UrbanAlchemy>.

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 PGA Release, you will be deemed to have released the Released PGA Claims, and you will receive a share of the Net PGA Amount.

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 **May 19, 2023**. The address for the Settlement Administrator is ILYM Group, Inc. 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 *Neutall v. Urban Alchemy, San Francisco County Superior Court, Case No. CGC-20-588622***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number 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 **May 19, 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, 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 ***Neutall v. Urban Alchemy, San Francisco County Superior Court, Case No. CGC-20-588622***. 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 May 19, 2023. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

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E-Mail: kcarter@messner.com
ccavanaugh@messner.com

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

The Court will hold a Final Approval Hearing at 09:30 AM on July 13, 2023, at the San Francisco County Superior Court, Department 610, located at 400 McAllister Street, San Francisco, CA 94102 before Judge Samel K. Feng. 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 ***Neutall v. Urban Alchemy, San Francisco County Superior Court, Case No. CGC-20-588622***, Settlement Administrator, c/o ILYM Group, Inc..

This 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 NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Participating Class Members who cashed his or her Settlement Share check using the same workweek formula used for distribution of the Net Settlement Amount. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.