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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN**

GABRIEL MENDEZ, GEORGE GOSCH,
JOHN DIAN, MICHAEL KNIGHTON,
individuals, on behalf of themselves and on
behalf of all person similarly situated,

Plaintiff,

vs.

BONDZ, INC., a California Corporation;
and DOES 1-50, Inclusive,
Defendants.

Case No. STK-CV-UOE-2020-0007486

CLASS ACTION

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

Date: September 14, 2023

Time: 9:00 a.m.

Judge: Hon. George J. Abdallah, Jr.

Dept.: 10A

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
5 Court to serve as the Settlement Administrator for the above captioned matter. I am authorized to make
6 this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein,
7 and, if 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 *of Class Action Settlement and Final Hearing Date* (referred to as “Notice” or “Notice of Settlement”);
16 (b) receiving and processing requests for exclusion; (c) resolving Class Members’ disputes over the
17 number of workweeks Defendants have record of them working during the Class Period, which was pre-
18 printed on their individualized Notice of Settlement; (d) calculating Individual Settlement Amounts; (e)
19 processing and mailing Individual Settlement Amounts; (f) handling tax withholdings as required by the
20 Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h)
21 handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
22 performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

23 4. On May 15, 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 dates of
25 employment for each Class Member during the class period. The data file was uploaded to our database
26 and checked for duplicates and other possible discrepancies. The Class List contained 77 individuals who
27 worked 5,614 work weeks.
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1 5. As part of the preparation for mailing, all 77 names and addresses contained in the Class
2 List were processed against the National Change of Address (“NCOA”) database, maintained by the
3 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 the mailing the Notice of Settlement. To the extent that no updated
7 address was found in the NCOA database, the original address provided by Defendant’s Counsel was
8 used for the mailing.

9 6. On June 9, 2023, the Notice of Settlement was mailed, via U.S First Class Mail, to all 77
10 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the
11 mailed Notice of Settlement.

12 7. As of the date of this declaration, ILYM Group has not received any requests to opt out
13 of the Settlement. The deadline to opt out of the Settlement was July 24, 2023.

14 8. As of the date of this declaration, ILYM Group has not received any objections to the
15 Settlement. The deadline to submit an objection to the Settlement was July 24, 2023.

16 9. As of the date of this declaration, ILYM Group has not received any work weeks dispute.
17 The deadline to submit a dispute to the Settlement was July 24, 2023.

18 10. As of the date of this declaration, 15 Notices have been returned to our office, none of
19 which were returned with a forwarding address. ILYM Group performed a computerized skip trace on
20 the 15 returned Notices that did not have a forwarding address, in an effort to obtain an updated address
21 for the purpose of re-mailing the Notice of Settlement. As a result of ILYM Group’s skip tracing efforts,
22 12 updated addresses were obtained and the Notice of Settlement was promptly re-mailed to those Class
23 Members, via U.S First Class Mail.

24 11. As of the date of this declaration, a total of 3 Notices have been deemed undeliverable.
25 Specifically, 3 have been deemed undeliverable as no updated address was found notwithstanding the
26 skip tracing.

27 12. As of the date of this declaration, there are 77 Qualified Class Members, *i.e.*, Class
28 Members who did not submit a timely request to opt-out. The Net Settlement Amount available to

1 Qualified Class Members is estimated to be \$70,500.00 and was calculated by subtracting the requested
2 attorneys' fees (\$60,000.00), the amount requested for litigation costs and expenses (\$15,000.00), the
3 requested Enhancement Payment (\$25,000.00), the requested Settlement Administration Costs
4 (\$4,500.00), and the PAGA Payment (\$5,000.00) from the Gross Settlement Amount (\$180,000.00).

5 13. The *highest* Individual Settlement Amount to a Qualified Class Member is currently
6 estimated to be approximately \$2,687.39, the *average* Individual Settlement Amount is currently
7 estimated to be approximately \$915.58, and the *lowest* Individual Settlement Amount is currently
8 estimated to be approximately \$12.56. These amounts are subject to employee-side tax and withholdings.

9 14. Pursuant to the Agreement, 25% of the PAGA Payment (\$1,250.00) will be allocated to
10 Aggrieved Employees regardless of whether he or she opts out of the Class Settlement ("Employee
11 PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement. The Employee PAGA
12 Amount is allocated on a *pro rata* basis using their PAGA work weeks. There are 41 Aggrieved
13 Employees who worked 1,716 PAGA pay periods.

14 15. The *highest* Individual PAGA Share to an Aggrieved Employee is currently estimated to
15 be approximately \$52.45, the *average* Individual PAGA Share is currently estimated to be approximately
16 \$30.49, and the *lowest* Individual PAGA Share is currently estimated to be approximately \$0.73.

17 16. ILYM Group's total fees and costs for services in connection with the administration of
18 this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for
19 completion of the settlement administration, are \$4,500.00. ILYM Group's work in connection with this
20 matter will continue with the calculation of the settlement award payments, issuance and mailing of the
21 settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that
22 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed
3 this 27th day of July 2023, at Tustin, California.

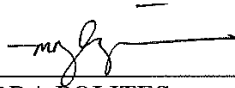
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8 CASSANDRA POLITES
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EXHIBIT “A”

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

(Mendez, et al. v. Bondz, Inc., San Joaquin County Superior Court Case No. STK-CV-UOE-2020-0007486)

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 Class Settlement Share is: \$<<MERGED_ClassAWard>>. See the explanation below. Your estimated PAGA Settlement Share is: \$<<MERGED_PAGAAward>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Released Parties as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will not receive your Class Settlement Share, but you will still receive your PAGA Settlement Share because you cannot opt out from a PAGA 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 Joaquin (the “Court”) has been reached between Plaintiffs GABRIEL MENDEZ, GEORGE GOSCH, JOHN DIAN, MICHAEL KNIGHTON (collectively, “Plaintiffs”) and Defendant BONDZ, INC. (“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 individuals who are or were employed by Defendant as truck driver employees in California at any time during the Class Period.

The “Class Period” is September 9, 2016 through November 9, 2020.

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

2. What is this class action lawsuit about?

On July 1, 2020, this class action lawsuit was initiated by Gabriel Mendez, a former employee of Defendant. The operative complaint is the Second Amended Complaint, which was filed on February 8, 2023. The Second Amended Complaint alleges that Defendant: (a) Engaged in unfair competition in violation of California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to 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 provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (g) Failed to pay vacation wages due; (h) Made unlawful deductions; and (i) Violated the Private Attorneys General Act (“PAGA”) at Labor Code § 2698, *et seq.*

Defendant denies all of the claims and allegations in the Lawsuit and maintains that it has complied with all wage and hour laws. The Court has not ruled on the merits of Plaintiffs' claims and allegations, has not determined whether Defendant violated any laws, and has not determined whether Plaintiffs or any other Class Members are entitled to any money or other relief.

On October 6, 2022, the Parties participated in an all-day mediation with Hon. Judge Steven Denton (Ret.), an experienced mediator of class and PAGA actions, which resulted in the Parties' agreement to settlement terms. The Court granted preliminary approval of the Settlement on April 27, 2023. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an amount totaling One Hundred Eighty Thousand Dollars (\$180,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all individual settlement payments to Settlement Class Members, Class Counsel's attorneys' fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Awards to the Plaintiffs.

After the Court enters final judgment and approves of the Settlement, Defendant will pay the Gross Settlement Amount to the Settlement Administrator.

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 \$4,500.00 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 for attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$60,000.00) and expenses of not more than \$15,000.00 for all costs incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Lawsuit on behalf of Plaintiffs 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.
- Service Award. Class Representative Service Payment of up to \$10,000.00 to lead plaintiff George Mendez and \$5,000.00 each to co-lead plaintiffs George Gosch, John Dian and Michael Knighton, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$5,000.00 relating to Plaintiffs' claim under PAGA, \$3,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"), and the remaining \$1,250.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Individual Payments to Class Members. After all the above payments of the court-approved Class Counsel's attorneys' fees and costs, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," will be distributed to eligible Class members who do **not** request exclusion ("Settlement Class Members"). The 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 PAGA Settlement Members. The Net PAGA Amount will be distributed to PAGA Settlement Members 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 PAGA Settlement Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Settlement Member during the PAGA Period. "PAGA Settlement Members" 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 from July 1, 2019 to November 9, 2020.

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 individual payment to Settlement Class Members is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 80% of each individual payment to Settlement Class Members is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the individual payments paid to PAGA Settlement Members, and each PAGA Settlement Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in the Settlement or this Notice 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. The Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering final judgment.

4. What do I release under the Settlement?

Release by Settlement Class Members. Unless you exclude yourself from the Settlement, upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, you will be deemed to fully and finally release Defendant and each of its past, present and future agents, employees, clients, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, co-employers, potential and alleged coemployers, contractors, affiliates, service providers, alter-egos, potential and alleged alteregos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries parents, subsidiaries, other service providers, and assigns (collectively, the "Released Parties") from any and all claims and liability theories asserted in the Lawsuit, as amended during the Class Period (September 9, 2016 through November 9, 2020), and/or arising from or related to the facts and claims alleged in the Lawsuit during the Class Period, including, but not limited to: all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; unlawful deductions; failure to pay all wages when due; failure to pay vacation wages; unfair business practices related to the aforementioned alleged violations of law and the claims asserted in the lawsuit; penalties, including wage statement penalties, minimum wage penalties, and waiting-time penalties; non-compliant wage statements; and attorneys' fees and costs; all claims related to the aforementioned alleged violations of law and claims in the lawsuit arising under: the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, et seq.; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.; and federal common law. This release excludes the release of claims not permitted by law.

Release by the PAGA Settlement Members. Separately, PAGA Settlement Members will release the Released Parties from all claims for civil penalties under PAGA asserted in the Lawsuit, as amended, and/or arising from or related to the facts and claims alleged in the Lawsuit, as amended, or the July 1, 2020 PAGA letter sent to the LWDA, or that could have been raised in the Lawsuit, as amended, or the July 1, 2020 PAGA letter sent to the LWDA based on the facts and claims alleged (collectively, the "Released PAGA Claims"). The Released PAGA Claims include all claims for civil penalties under PAGA arising from or related to unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; unlawful deductions; failure to pay all wages when due; failure to pay vacation wages; failure to pay all wages due at the end of the employment relationship; non-compliant wage statements; and attorneys' fees and costs; all claims for civil penalties under PAGA related to the PAGA Released Claims arising under the Wage Orders of the California Industrial Welfare Commission. This release excludes the release of claims not permitted by law.

PAGA Settlement Members cannot exclude themselves from the PAGA Settlement. If you are a PAGA Settlement Member, you will release the Released PAGA Claims and will receive your share of the PAGA Settlement regardless of whether you request to be excluded from the Settlement.

5. How much will my payment be?

Defendant's records reflect that you have <<MERGED_ClassWW>> Workweeks worked during the Class Period (September 9, 2016 through November 9, 2020).

Based on this information, your estimated Class Settlement Share is \$<<MERGED_ClassAward>>.

Defendant's records reflect that you have <<MEGED_PAGAPP>> pay periods worked during the PAGA Period (July 1, 2019 to November 9, 2020).

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 July 24, 2023.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc.; 1-888-250-6810; <https://ilymgroup.com/BondzInc>.

The Court will hold a hearing on September 14, 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/BondzInc>.

7. What if I do not want to be a part of the Class 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 NOT receive a Class Settlement Share, and you will not be bound by the Settlement's terms, except as provided as follows.** Regardless 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 your PAGA Payment Share.

To opt out from the Class Settlement, you must submit a written request to exclude yourself to the Settlement Administrator, by First Class Mail, signed, dated and postmarked no later than July 24, 2023. The address for the Settlement Administrator is ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. 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 and must indicate, in substance, that you wish to exclude yourself from the settlement. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after July 24, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

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 ***Mendez, et al. v. Bondz, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0007486***. 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 July 24, 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:

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

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E mail: nstilestein@sheppardmullin.com

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

The Court will hold a Final Approval Hearing at 9:00 AM on September 14, 2023, at the San Joaquin County Superior Court, Department 10A, located at 180 E Weber Ave, Stockton, CA 95202, before Judge George J. Abdallah. 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 **Mendez, et al. v. Bondz, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0007486**, Settlement Administrator, c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781.

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 CONTACT 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 the event a check issued by the Settlement Administrator has not been cashed within one hundred and eighty (180) days, the Settlement Administrator will pay all funds from such uncashed checks to State Controller's Office. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.