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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

DIEN TRUONG, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

DS SERVICES OF AMERICA, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. FCS054399

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

Date: July 29, 2021
Time: 9:00 a.m.

Judge: Hon. E. Bradley Nelson
Dept.: 4

1 I, Makenna Snow, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a 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 to
5 serve as the Claims Administrator for the above captioned *Troung v. DS Services of America, Inc.* matter. I
6 am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge
7 of the facts herein, 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,
9 including direct mail services, database management, claims processing and settlement fund distribution
10 services 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 claims administration, pursuant to the terms of
13 the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final
14 Approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Pendency of Class*
15 *Action Settlement and Final Hearing* (referred to as “Notice Packet”); (b) receiving and processing requests
16 for exclusion; (c) resolving Settlement Class Members’ disputes over the number of workweeks Defendants
17 have record of them working during the Class Period, which was pre-printed on their individualized Class
18 Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award
19 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
20 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds
21 pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to
22 and/or the Court orders ILYM Group to perform.

23 4. On March 31, 2021, ILYM Group received the Court approved text for the Notice Packet
24 from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet, which was
25 approved by the Parties’ Counsel prior to mailing.

26 5. On April 8, 2021, ILYM Group received the class data file from Counsel for Defendants,
27 which contained the name, social security number, last known mailing address, telephone number and the
28 total number of applicable workweeks worked for each Settlement Class Member. The data file was

1 uploaded to our database and checked for duplicates and other possible discrepancies. The Class List
2 contained 136 individuals.

3 6. As part of the preparation for mailing, all 136 names and addresses contained in the Class
4 List were then processed against the National Change of Address (“NCOA”) database, maintained by the
5 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of
6 the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change
7 of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database,
8 the updated address was used for the mailing of the Notice Packet. To the extent that no updated address
9 was found in the NCOA database, the original address provided by Counsel for Defendants was used for
10 the mailing of the Notice Packet.

11 7. On April 19, 2021, the Notice Packet was mailed, via U.S First Class Mail, to all 136
12 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the
13 mailed Notice Packet.

14 8. As of the date of this declaration, 4 Notice Packets have been returned to our office. Of the
15 4 returned Notice Packets, none included a forwarding address. ILYM Group performed a computerized
16 skip trace on the 4 returned Notice Packets that did not have a forwarding address, in an effort to obtain an
17 updated address for purpose of re-mailing the Notice Packet. As a result of this skip trace, 2 updated
18 addresses were obtained and the Notice Packet was promptly re-mailed to those Settlement Class Members,
19 via U.S First Class Mail.

20 9. As of the date of this declaration, a total of 2 Notice Packets have been re-mailed.
21 Specifically, 2 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

22 10. As of the date of this declaration, a total of 2 Notice Packets have been deemed
23 undeliverable. Specifically, 2 have been deemed undeliverable as no updated address was found
24 notwithstanding the skip tracing.

25 11. As of the date of this declaration, ILYM Group has not received any requests for exclusion.
26 The deadline to request exclusion from the Settlement was June 3, 2021.

27 12. As of the date of this declaration, ILYM Group has not received any objections to the
28 Settlement. The deadline to file an objection to the Settlement was June 3, 2021.

1 13. As of the date of this declaration, ILYM Group will report a total of 136 Participating
2 Claimants, representing 100% of the 136 Settlement Class Members.

3 14. Participating Claimants will receive a proportional share of the Net Settlement Fund through
4 individual settlement payments, based on the number of workweeks worked by Class Members during the
5 Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved
6 payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class
7 Representative Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA
8 allocation, e.g.,

Gross Settlement Fund	\$725,000.00
Class Counsel Fees	\$241,666.67
Class Counsel Litigation Costs	\$15,012.65
Enhancement Award	\$15,000.00
Administration Fees	\$2,997.45
LWDA Payment	\$30,000.00
Net Settlement Fund (estimated)	\$420,323.23

16 To determine a Participating Claimant's individual settlement award payment, the distribution shall be
17 divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks
18 worked by each Class Member during the Class Period, to the total number of Applicable Workweeks
19 worked by all Class Members during the Class Period. Based on these calculations, the Participating
20 Claimants will receive an estimated average gross payment of \$3,090.61, with the estimated highest gross
21 payment being \$4,797.23.

22 15. ILYM Group's total fees and costs for services in connection with the administration of this
23 Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for
24 completion of the settlement administration, are \$2,997.45. ILYM Group's work in connection with this
25 matter will continue with the calculation of the settlement award payments, issuance and mailing of the
26 settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that
27 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

28 I declare under penalty of perjury under the laws of the State of California and the United States

1 that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed
2 this 1st day of July 2021, at Tustin, California.

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EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SOLANO

Truong v. DS Services of America, Inc.

Case No. FCS054399

NOTICE OF CLASS ACTION SETTLEMENT

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

PLEASE READ THIS NOTICE CAREFULLY: IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS

TO: All non-exempt employees who were employed by Defendant or its predecessors in the State of California at any time from January 1, 2019 through March 29, 2021 (“Class Period”), and who were paid a base hourly rate less than the applicable minimum wage at any time during the Class Period (the “Minimum Wage Class”).

1. *Why Have I Received This Notice?*

This Notice was sent to you to inform you that the Superior Court of the State of California for the County of Solano has preliminarily approved the terms of a class action settlement in a lawsuit filed against DS Services of America, Inc. (“Defendant”) by a former employee named Dien Truong seeking recovery of alleged unpaid minimum wages and rest period premiums and related penalties and interest. Defendant’s records indicate that you may be a Settlement Class Member. The settlement will resolve all Settlement Class Members’ claims described below during the Settlement Class Period of January 1, 2019, through March 29, 2021.

A Preliminary Approval Hearing was held on March 29, 2021, at 9:00 a.m., in the Superior Court of the State of California, County of Solano. The Court preliminarily approved the class action settlement reached by the Parties and directed that you and the other Settlement Class Members receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on July 29, 2021, at 9:00 a.m., in Department 4 of the Superior Court of the State of California, County of Solano, the Hon. E. Bradley Nelson, Judge presiding, located at 600 Union Avenue, Fairfield, CA 94533.

2. *What Is This Case About?*

On February 20, 2020, Plaintiff Dien Truong (“Plaintiff”) filed this class and PAGA action alleging that Defendant did not pay its hourly employees at the minimum wage and failed to provide paid rest periods in compliance with the law. Plaintiff sought damages, penalties and interest.

Defendant denies all of the allegations made by Plaintiff in the Action and denies that it is liable or owes damages or other compensation or remedies to anyone with respect to the alleged facts or causes of action asserted in the Action.

3. *Am I a Settlement Class Member?*

Yes, if you worked as an hourly or non-exempt employee for Defendant or its predecessors in the State of California at any time from January 1, 2019 through March 29, 2021 (“Class Period”), and you were paid a base hourly rate less than the applicable minimum wage at any time during the Class Period.

4. How Does This Class Action Settlement Work?

In this lawsuit, Plaintiff sued on behalf of other employees who allegedly have similar claims. Plaintiff and these other employees comprise a “Settlement Class” and are “Settlement Class Members.” The settlement of this lawsuit resolves the wage and hour claims of all Settlement Class Members, except for those who exclude themselves from the Settlement Class, or those who previously executed settlement agreements releasing the claims herein. Settlement Class Members who do not exclude themselves are eligible to receive a portion of the Net Fund Value, or “NFV.” The NFV will be distributed amongst all Settlement Class Members. Each individual Settlement Share shall be determined by first dividing the NFV by the total number of weeks worked by all Settlement Class Members (and paid below the applicable minimum wage) during the Class Period and then multiplying that amount by the total number of weeks worked by the individual Settlement Class Member (and paid below the applicable minimum wage) during the Class Period.

The amounts paid to Settlement Class Members will be allocated as follows for tax purposes: 20% wages, and 80% to penalties and interest. Tax forms will issue as required by law.

The Court has not decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial, and the people affected will receive compensation quickly. Plaintiff and Plaintiff’s attorneys believe that the settlement is in the best interests of the Settlement Class. Defendant denies the allegations of wrongdoing and violations of law alleged and further denies any liability whatsoever to Plaintiff or the Settlement Class. However, Defendant recognizes that further defense of this litigation would be protracted and expensive for all parties. Defendant has therefore agreed to settle this action as a compromise.

The Court file has the settlement documents which explain the settlement in greater detail. The Court must review the terms of the settlement and determine if it is fair and reasonable to the Settlement Class.

5. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

STAY IN THE CLASS: **If you do nothing, you stay in this lawsuit, and if the Court grants final approval of the settlement, you will receive your proportional share of the Net Fund Value based on the formula above in section 4.** In exchange, you give up the right to sue Defendant for the claims resolved through this settlement as set forth below in section 9. The estimated amount of your individual share of the Net Fund Value is set forth below. To ensure you receive your payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you.

ASK TO BE EXCLUDED: **If you ask to be excluded or “opt out” of the settlement, you remove yourself from this lawsuit. If the Court grants final approval of the settlement, you will not receive a settlement check but you will retain any rights you might have to sue Defendant for the claims resolved through this settlement. YOU CANNOT ASK TO BE EXCLUDED AND STILL RECEIVE A SETTLEMENT PAYMENT.**

OBJECT: **You may object to the proposed settlement.** If you would like to object, you must not ask to be excluded from the settlement. If your objection is overruled by the Court, you

will still receive a payment from the settlement, and you will be bound by the terms of this settlement.

6. *What Does the Settlement Provide?*

The proposed settlement provides for a cash payment by Defendant of up to a maximum of \$725,000.00 to fully and finally resolve all claims in the Action (referred to as the “Gross Fund Value”). The total amount to be distributed to Class Members who do not exclude themselves from the settlement (the “Net Fund Value”) will be the value of the Gross Fund Value after deducting for the following: (a) Settlement Administrator Costs not to exceed \$2,997.45; (b) a Class Representative Service Award to Plaintiff not to exceed \$15,000.00 for all work and efforts expended in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this Action was not favorable) and a general release of all claims; (c) Class Counsel’s attorney’s fees not to exceed \$253,750.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$30,000.00; and (e) payment of \$30,000.00 to the Labor and Workforce Development Agency. **Class Counsel’s attorney’s fees and costs, and Plaintiff’s Service Award, remain subject to Court approval.**

7. *How Much Will My Settlement Payment Be?*

Your estimated share of the settlement is _____ and is based on the number of weeks you worked during the Class Period (“workweeks”) in which you were paid a base hourly rate less than the applicable minimum wage. Based upon Defendant’s records, your number of weeks for this calculation is determined to be ____ weeks. If this information appears correct, you do not need to do anything further to receive your Settlement Share. If you disagree with your number of work weeks in which you were paid a base hourly rate less than the minimum wage during the Class Period, please see below.

8. *What if I Believe My Qualifying Workweeks Is Inaccurate?*

If you believe your number of workweeks is inaccurate, you may dispute it by sending a letter to ILYM Group, Inc., P.O. Box 2031 Tustin, CA 92781, no later than June 3, 2021. Be sure to include your name, address, telephone number, last four digits of your social security number, a statement as to what and why you are disputing your number of workweeks, and attaching a copy of any documentation you want to include to support your dispute.

9. *How Does This Settlement Affect My Rights?*

If you do not exclude yourself from the settlement, you will release the claims resolved in the Settlement Agreement. This means you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant that involves the same legal claims as those resolved through this settlement.

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. This Final Judgment following approval of the settlement by the Court will bind you and all Settlement Class Members who do not request to be excluded from the settlement. If you do not exclude yourself from the settlement and the settlement is approved, you will be forever barred from asserting any of the claims identified below arising out of or relating to the lawsuit (known as “Released Claims”). Specifically, you will be giving up or “releasing” the claims described below:

Upon payment of the Gross Fund Value by Defendant, each member of the Settlement Class releases and discharges Defendant and any parent, subsidiary, affiliate (including but not limited to Primo Water Corporation, Primo Water Operations, Inc., etc.), predecessor or successor, and

any of their officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives thereof (“Released Parties”), from any and all claims, demands, rights, liabilities, and causes of action during the Class Period, of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in contract, or for violation of any California statute, rule or regulation, whether for economic damages, restitution, penalties or liquidated damages, arising out of, relating to, or in connection with the class and representative claims pleaded or that could have been pleaded based upon the facts set forth in the Complaint and/or First Amended Complaint that arose during the Class Period, including but not limited to claims for unpaid minimum wages and failure to provide fully-compliant paid rest periods, in violation of Labor Code §§ 226.2, 226.7, 1194, 1197, 1197.1, derivative waiting time penalties in violation of Labor Code §§ 201-203, and any claims under Business & Prof. Code §§ 17200 et seq. (“Released Claims”). The Released Claims do not include claims for failure to provide proper wage statements. The Released Claims expressly do not include claims for unemployment compensation, workers’ compensation, discrimination, or retaliation.

10. How Do I Opt Out or Exclude Myself From This Settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the *Truong v. DS Services of America, Inc.* Class Action Settlement. Your request for exclusion: (1) must contain your name (including all names used by you), address, last four digits of your social security number, and telephone number; (2) must be signed and dated by you; (3) must unequivocally state that you are requesting exclusion from, or “opting out” of the Settlement, and (4) must be returned to the Administrator at the specified address: ILYM Group, Inc., P.O. Box 2031 Tustin, CA 92781 and postmarked by June 3, 2021. The Final Judgment entered following approval of the settlement by the Court will bind all Settlement Class Members who do not request exclusion from the class action settlement. Any Settlement Class Member who does not request exclusion may, if they desire, enter an appearance in the lawsuit through his or her own lawyer at his or her own expense.

If you postmark your request by June 3, 2021, to opt out of the settlement that complies with the above requirements, you will no longer be a member of the Settlement Class, you will not participate in this settlement, you will not be permitted to object, and you will receive no benefit from this settlement. By opting out of the Settlement Class, you will retain whatever rights or claims you may have against Defendant, and you will be free to pursue them, at your own cost, if you choose to do so.

11. How Do I Object To The Settlement?

If you are a member of the Settlement Class who does not opt out of the settlement, you may object to the settlement, to Plaintiff’s Counsel’s fees and costs, or to the Class Representative’s Service Award, personally or through an attorney, by submitting your written objection to (a) the Court either by mailing to: Clerk of the Court, Superior Court of California, County of Solano, 600 Union Avenue, Fairfield, California, 94533, or by filing in person at any location of the Superior Court, County of Solano that includes a facility for civil filings, and (b) serving all counsel listed here:

To Class Counsel for Plaintiff and the Class

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To Counsel for Defendant:

Eric E. Hill
Elizabeth MacGregor
Seyfarth Shaw LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105

Your objection must be submitted by June 3, 2021 and shall state: (a) the case name (e.g. *Dien Truong v. DS Services of America, Inc.*) and case number (No. FCS054399); (b) your full name, address, and telephone number and if represented by an attorney, your attorney's name, address and telephone number; (c) the words "Notice of Objection" or "Formal Objection;" (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) whom you may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) that you intend to offer at the Final Approval Hearing; and (g) state whether the objection applies only to you, to a specific subset of the Class, or to the entire Class.

A Settlement Class Member who submits an objection remains bound by the Agreement. To remove yourself from the Settlement Class, you must state your desire to be excluded from the settlement altogether in accordance with the procedures outlined above in this Notice. However, you will not be allowed to object. In other words, you cannot exclude yourself from the Settlement and object at the same time. However, if you do not submit an objection, you can still appear at the Final Approval Hearing and submit any oral objections.

12. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Settlement Class	Attorneys for Defendant
Larry W. Lee Mai Tulyathan Diversity Law Group, P.C. 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 lwlee@diversitylaw.com William L. Marder Polaris Law Group LLP 501 San Benito Street, Suite 200 Hollister, CA 95023 bill@polarislawgroup.com Dennis S. Hyun Hyun Legal, APC 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 dhyun@hyunlegal.com	Eric E. Hill Elizabeth MacGregor Seyfarth Shaw LLP 560 Mission Street, Suite 3100 San Francisco, CA 94105

The Court has decided that Diversity Law Group, P.C., Polaris Law Group, LLP, and Hyun Legal, APC are qualified to represent you and all other Settlement Class Members. These law firms are referred to as "Class Counsel."

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

13. *How Will the Attorneys for the Settlement Class and the Class Representative Be Paid?*

The attorneys for the Plaintiff and the Settlement Class will be paid from the \$725,000.00 Gross Fund Value. Class Counsel will ask for up to \$253,750.00 in attorney's fees (or 35% of the Gross Fund Value) and for actual litigation costs incurred not to exceed \$30,000.00. The actual amounts awarded shall be determined by the Court.

If approved by the Court, a Class Representative Service Award for the Plaintiff of an amount up to \$15,000 will be paid from the Gross Fund Value for Plaintiff's service.

14. *Notice of Hearing on Final Approval and Objections to Class Action Settlement*

You are hereby notified that a Final Approval Hearing will be held before the Hon. Hon. E. Bradley Nelson, Judge presiding, Department 4 of the Solano County Superior Court located at 600 Union Avenue, Fairfield, CA 94533, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court.

If final approval is granted by the Court, the Court will enter judgment pursuant to the Settlement, and all Class Members who have not requested exclusion will be deemed to have waived and released any and all causes of action or claims against Defendant as set forth in section 9 above.

15. *How do I get More Information?*

This notice summarizes the proposed settlement terms. If you are interested, more details are in the Settlement Agreement and related papers on file with the Court.

WHAT IF I HAVE ADDITIONAL QUESTIONS?

If you have any additional questions about the Settlement, you may contact the Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185

PLEASE DO NOT TELEPHONE THE COURT OR CLERK'S OFFICE FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE ALSO DO NOT CONTACT DEFENDANT OR ITS REPRESENTATIVES FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.