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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

JOSE L. DIAZ, et al.,

Plaintiff,

vs.

SANTA BARBARA TRANSPORATION
CORPORATION, et al.,

Defendants.

Lead Case No. CIVDS1920120

Consolidated with:

Santa Barbara County Case No. 19CV04466
Los Angeles County Case No. 20STCV03328
Los Angeles County Case No. 20STCV12806

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

Date: August 10, 2021
Time: 10:00 a.m.

Judge: David Cohn
Dept.: S26

1 DEIDRE R. CHILDESS, et al.

2 Plaintiff,

3 V.

4 SANTA BARBARA TRANSPORTATION,
5 et al

8 DEIDRE R. CHILDESS, et al.

9 Plaintiff,

10 V.

11
12
13 SANTA BARBARA TRANSPORTATION,
14 et al.

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Attorneys for Plaintiff DEIDRE R. CHIDRESS

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Operations 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 appointed by
5 the Court to serve as the Claims Administrator for the above captioned *Diaz, et al v. Santa Barbara*
6 *Transportation Corporation, et al.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and 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 distribution
11 services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

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

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

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1 5. On May 5, 2021, ILYM Group received the class data file from Counsel for Defendants,
2 which contained the name, social security number, last known mailing address, and the total number of
3 applicable workweeks worked for each Settlement Class Member. The data file was uploaded to our
4 database and checked for duplicates and other possible discrepancies. The Class List contained 3,262
5 individuals.

6 6. As part of the preparation for mailing, all 3,262 names and addresses contained in the Class
7 List were then processed against the National Change of Address (“NCOA”) database, maintained by the
8 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of
9 the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change
10 of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database,
11 the updated address was used for the mailing of the Notice Packet. To the extent that no updated address
12 was found in the NCOA database, the original address provided by Counsel for Defendants was used for
13 the mailing of the Notice Packet.

14 7. On May 20, 2021, the Notice Packet was mailed, via U.S First Class Mail, to all 3,262
15 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the
16 mailed Notice Packet.

17 8. As of the date of this declaration, 224 Notice Packets have been returned to our office as
18 undeliverable. Of the 224 returned Notice Packets, 5 were returned with a forwarding address and promptly
19 re-mailed to the forwarding address provided. ILYM Group performed a computerized skip trace on the
20 219 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated address
21 for purpose of re-mailing the Notice Packet. As a result of this skip trace, 138 updated addresses were
22 obtained and the Notice Packet was promptly re-mailed to those Settlement Class Members, via U.S First
23 Class Mail.

24 9. As of the date of this declaration, a total of 143 Notice Packets have been re-mailed.
25 Specifically, 5 were re-mailed as a result of a forwarding address provided by the USPS and 138 have been
26 re-mailed as a result of ILYM Group’s skip tracing efforts.

27 10. As of the date of this declaration, a total of 81 Notice Packets have been deemed
28 undeliverable. Specifically, 81 have been deemed undeliverable as no updated address was found

1 notwithstanding the skip tracing.

2 11. As of the date of this declaration, ILYM Group has received 3 requests for exclusion. The
3 deadline to request exclusion from the Settlement was July 5, 2021.

4 12. As of the date of this declaration, ILYM Group has not received any objections to the
5 Settlement. The deadline to file an objection to the Settlement was July 5, 2021.

6 13. As of the date of this declaration, ILYM Group will report a total of 3,259 Participating
7 Claimants, representing 99.91% of the 3,262 Settlement Class Members.

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

14	Gross Settlement Fund	\$ 3,000,000.00
15	Class Counsel Fees & Costs	\$ 1,050,000.00
16	Enhancement Award	\$ 7,500.00
17	Enhancement Award	\$ 7,500.00
18	Enhancement Award	\$ 7,500.00
19	Administration Fees	\$ 30,000.00
20	LWDA Payment	\$ 187,500.00
21	PAGA Group Allocation	\$ 62,500.00
22	Net Settlement Fund (estimated)	\$ 1,647,500.00

23 To determine a Participating Claimant's individual settlement award payment, the Net Settlement Amount
24 will be divided by the total number of Workweeks for the Class Period resulting in the Workweek Value
25 and then multiplying the Workweek Value by the number of Workweeks worked by each Class Member.
26 Based on these calculations, the Participating Claimants will receive an estimated average gross payment of
27 \$505.06 and the estimated highest gross payment being \$2,121.97

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15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$30,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 8th day of July 2021, at Tustin, California.

Nathalie Hernandez
NATHALIE HERNANDEZ

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Jose L. Diaz, Krystle Shay, and Deidre R. Childress, individually, and on behalf of all others similarly situated v. Santa Barbara Transportation Corporation, et al.,
San Bernardino County Superior Court
Lead Case No. CIVDS1920120
(Consolidated with Santa Barbara County Case No. 19CV04466.
Los Angeles County Case No. 20STCV03328; Los Angeles County Case No. 20STCV12806)

IF YOU WERE EMPLOYED BY SANTA BARBARA TRANSPORTATION CORPORATION (“SANTA BARBARA TRANSPORTATION” OR “SBT”) IN CALIFORNIA AS AN HOURLY-PAID, NON-EXEMPT EMPLOYEE YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

OPTION #1: DO NOTHING	You will receive a payment from the Settlement and be bound by its release. No action is required for you to receive a share of this Settlement.
OPTION #2: EXCLUDE YOURSELF	<u>You will not receive a share of the Settlement.</u> ¹ This is the only option that allows you to file your own lawsuit against SBT for the claims released in this Settlement.
OPTION #3: OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. You cannot object if you exclude yourself from the Settlement.

WHAT IS IN THIS NOTICE

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¹ Regardless of whether you exclude yourself from the Settlement, you will still receive an Individual PAGA Payment (if you qualify as a PAGA Covered Employee) and be bound by the release of PAGA Released Claims under the Settlement.

1. Why Should You Read This Notice?

You have received this Notice because Santa Barbara Transportation's records indicate that you work, or used to work, for Santa Barbara Transportation ("SBT") as a non-exempt employee. You are receiving this notice because you may be a member of a class on whose behalf a lawsuit has been brought and settled. The lawsuit is known as *Jose L. Diaz, Krystle Shay, and Deidre R. Childress, individually, and on behalf of all others similarly situated v. Santa Barbara Transportation Corporation, et al., San Bernardino County Superior Court Lead Case No. CIVDS1920120* (the "Action" or "Lawsuit").

The Parties in the Lawsuit reached a settlement ("Settlement"). The Settlement Class is comprised of all persons who have been employed by Santa Barbara Transportation Company as non-exempt employees in the State of California during the Class Period. The "Class Period" means the period of July 10, 2015 through April 23, 2021. Additionally, members of the Settlement Class who have been employed by Santa Barbara Transportation Company as non-exempt employees in the State of California during the PAGA Covered Period are also "PAGA Covered Employees." The "PAGA Covered Period" means the period of May 7, 2018 through April 23, 2021.

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on April 23, 2021, at 10:00 a.m., in Department S26 of the San Bernardino County Superior Court. Judge David Cohn determined that there is sufficient evidence to suggest the Settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge David Cohn also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on August 10, 2021, at 10:00 a.m. in Department S26, of the San Bernardino County Superior Court located at 247 West Third Street San Bernardino, CA 92415-0210. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

The Settlement will affect all members of the Settlement Class and members of the PAGA Covered Employees. You may get money from the Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

The Lawsuit alleges the Class Members were not paid all minimum, regular, overtime wages and/or split shift premiums; were not provided legally-compliant meal and rest break and associated premiums; were not paid wages timely during employment and/or upon separation of employment; and were not provided legally-compliant wage statements that included all information specified in the California Labor Code. The Lawsuit further alleges these actions constituted unfair business practices under California law. Among other things, the Lawsuit seeks penalties under California's Private Attorneys General Act ("PAGA") set forth in California Labor Code section 2699 et seq.

The Lawsuit was filed by Plaintiffs Jose Diaz, Krystle Shay and Deidre Childress (together, "Plaintiffs"). They assert the above claims in their individual capacity, as class representatives, and as representatives under PAGA.

Santa Barbara Transportation denies the allegations raised in the Lawsuit and believes it has no liability for any of Plaintiffs' or the Class Members' claims under any statute, wage order, common law, or equitable theory.

The Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement and Release (the “Settlement” or “Settlement Agreement”). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, SBT has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, SBT does not admit, concede, or imply that it has done anything wrong or legally actionable. SBT contends that it has complied with the California Labor Code, the California Business and Professions Code, and all similar laws and regulations.

4. *How Much Can I Expect to Receive?*

SBT will pay a total sum of \$3,000,000 (“Gross Fund Value”), which includes all settlement payments to Participating Class Members (“Net Settlement Amount”), class counsel’s fees and costs, costs of administering the Settlement, payment for penalties under PAGA (“PAGA Payment”), and the Class Representatives’ Service Awards.

Individual Settlement Awards: Each Class Member who does not exclude himself or herself from the Settlement (“Participating Class Member”) will receive a prorated portion (“Individual Settlement Award”) of the Net Settlement Amount based on the number of weeks actually worked for Santa Barbara Transportation during the Class Period, taking into account leaves of absence and gaps in employment (“Workweeks”).

The Settlement Administrator will calculate each Individual Settlement Award by dividing the Net Settlement Amount by the combined total number of Workweeks for all Participating Class Members during the Class Period, to arrive at the Workweek Value. The Workweek Value will then be multiplied by the number of Workweeks worked by the Class Member, to arrive at the Individual Settlement Award for that Class Member. All Participating Class Members will be entitled to payment for at least one Workweek.

You will receive approximately the following payment based on your workweeks worked in the Class Period:

SBT’s records indicate that you worked approximately <<workweeks>> workweeks between July 10, 2015, through April 23, 2021. Based on these records, your estimated payment as a Class Member in this Class would be \$<<ClassEstAmt>>.

Individual PAGA Payments: Each PAGA Covered Employee is also entitled to receive a prorated portion of the PAGA Penalty, regardless of whether they opt out of the Settlement.

The Settlement Administrator will calculate each PAGA Covered Employee’s Individual PAGA Payment by dividing the 25% of the PAGA Payment to be distributed to PAGA Covered Employees, (i.e. \$62,500) by the total number of weeks worked during the PAGA Covered Period by the PAGA Covered Employees collectively, to arrive at the PAGA Workweek Value, and then multiplying the PAGA Workweek Value by the number of Workweeks worked by each PAGA Covered Employee during the PAGA Covered Period.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. *Why Did the Defendant Join in This Notice?*

Santa Barbara Transportation does not admit any claim alleged in the Lawsuit and denies that it owes money for any of the claims in this matter. SBT is settling the Lawsuit as a compromise. SBT reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court’s file has the Settlement documents with more information on the Lawsuit.

6. Who Are the Plaintiffs in This Class Action?

Jose Diaz, Krystle Shay and Deidre Childress are the Plaintiffs, Class Representatives, and PAGA Representatives in the Lawsuit. They are acting on behalf of themselves and on behalf of other non-exempt employees of SBT and the State of California.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

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8. What are my Rights? How Will My Rights Be Affected?

Class Counsel, appointed and approved by the Court for Settlement only, will represent you. You have three options:

OPTION #1: Participate in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of workweeks you worked for SBT during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the workweek information shown above in Section 4 is incorrect, you must submit a written workweek dispute stating why you believe the listed workweeks are not correct. The workweek dispute must be mailed or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than **July 5, 2021**. Workweek disputes must be in writing and should contain: (i) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (ii) the number of workweeks you contend is correct; and (iii) any evidence supporting your contention. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

If you are a current employee of SBT, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

OPTION #2: Object to the Settlement

If you wish to Object to the Settlement, you must submit a written Objection stating why you object to the Settlement. The Objection should include: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. The Objection must be mailed or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than **July 5, 2021**. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for August 10, 2021 at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

OPTION #3: Opt Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written statement ("Opt Out") indicating you desire to be excluded or otherwise opt out of the Settlement. Your Opt Out must (i) be signed; (ii) contain the name, address, telephone number, and the last four digits of your Social Security number; (iii) clearly state that you do not wish to be included in the Settlement; (iv) be returned by fax or mail to the Settlement Administrator (address is listed below); and (v) be postmarked or faxed on or before **July 5, 2021**. You must submit your completed, signed Opt Out to the Settlement Administrator via fax or at the address below. To be considered timely, your Opt-Out must be faxed or postmarked no later than **July 5, 2021**. Late Opt-Outs will not be considered.

If you timely mail a complete and valid Opt-Out, you will no longer be a member of the class and you will not be eligible to object to the terms of the Settlement or receive an Individual Settlement Award. Except for the PAGA Release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Defendant. Individuals who qualify as PAGA Covered Employees shall still receive an Individual PAGA Payment, regardless of whether they opt out of the Settlement.

EFFECT OF THE SETTLEMENT ON YOUR RIGHTS

Upon final approval of the Settlement by the Court, all Participating Class Members will be deemed to have released the Released Parties from all Released Claims and PAGA Released Claims, as defined below. Regardless of whether an individual opts out of the Settlement, all PAGA Covered Employees will be deemed to have released the Released Parties from all PAGA Released Claims.

“Released Parties” means Santa Barbara Transportation Corporation and Student Transportation of America, Inc. and each of their present and former predecessors, successors, parent companies, subsidiaries, divisions, related or affiliated companies, and each of their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims.

“Released Claims” means all claims, causes of action and factual or legal theories that were alleged on behalf of the Class Members’ in Plaintiffs’ consolidated Action, or could have been alleged based on the facts and legal theories contained in the Action, including all of the claims for relief asserted in any of the underlying Diaz, Shay, and/or Childress actions and any other claims or penalties which were asserted or could have been asserted based on the facts in the underlying actions and out of the violations of the California Labor Code, the applicable Wage Orders, and/or the California Unfair Competition Law alleged in any of the underlying actions based on the facts alleged therein. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiffs or Class Members may discover new facts, legal theories, or legal arguments not alleged in the operative complaint in the Action but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims. These Released Claims expressly exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims arising outside of the Class Period.

“PAGA Release” or “PAGA Released Claims” means the release by the California Labor Workforce Development Agency, and any persons purporting to act on its behalf, including all PAGA Covered Employees, of all claims against any Released Party for civil penalties recoverable under PAGA that arise out of or relate to the Released Claims, during the PAGA Covered Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members employed by Defendants on or after May 7, 2018, who exclude themselves from this Settlement shall remain PAGA Covered Employees, shall receive an Individual PAGA Payment directly from the Settlement Administrator for the amount of each such individual’s estimated share of the PAGA Payment as calculated by the Settlement Administrator, and shall be bound by the PAGA Release.

9. *How Will the Attorneys for the Class Be Paid?*

The attorneys for the Class Representatives and the Settlement Class will be paid from the Gross Fund Value. The attorneys are seeking a fee of \$1,050,000 as well as reimbursement of their costs, in an amount as documented in Class Counsel’s billing statement and supported by declaration subject to approval from the Court. Plaintiffs are seeking Service Awards of \$7,500 to Class Representative Jose Diaz, \$7,500 to Class Representative Krystle Shay and \$7,500 to Class Representative Deidre Childress from the Settlement for their service as Class Representatives. Likewise, the Parties agree that \$250,000 shall be allocated to settle the PAGA claim, with \$187,500 to be paid to the LWDA, and the remaining \$62,500 to be distributed to PAGA Covered Employees as the Individual PAGA Payments. The Settlement Administrator shall be paid the reasonable costs

and fees of administering the Settlement to be paid from the Maximum Settlement Amount, not to exceed the reasonable estimate of the Settlement Administrator. All of these amounts are to be deducted from the Gross Fund Value, with the remainder available for distributions to Class Members who do not Opt-Out.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call or email any of the Class Counsels for Plaintiffs at the contact information listed above. You may also call the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Settlement Administrator.

Santa Barbara Transportation Corporation Settlement Administrator

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Telephone: 888-250-6810

Facsimile: 888- 845-6185

www.ilymgroupclassaction.com/SBTransportation

You can find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website of the Santa Barbara Transportation Corporation Settlement Administrator which is www.ilymgroupclassaction.com/SBTransportation.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the San Bernardino County Superior Court, the Honorable David Cohn.

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