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28 The Scion Group, LLC

1                                   **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
2                                   **IN AND FOR THE COUNTY OF SACRAMENTO**

3  
4 NORMAN RESPASS, an individual, on behalf  
5 of himself, and on behalf of all per-sons  
6 similarly situated,

7                                   Plaintiff,

8                                   vs.

9 THE SCION GROUP LLC, a Limited Liability  
10 Company; and DOES 1 through 50, inclusive,

11                                   Defendants.

Case No.: 34-2020-00285285

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

12                                   **DECLARATION OF CASSANDRA POLITES**

13                                   I, Cassandra Polites, declare:

14                                   1.       I am a resident of the United States of America and am over the age of 18. I am a  
15 Case Manager for ILYM Group, Inc. (herein after referred to as "ILYM Group"), the professional  
16 settlement services provider who has been retained by the Parties' Counsel and subsequently  
17 appointed by the Court to serve as the Settlement Administrator for the above captioned matter. I  
18 am authorized to make this declaration on behalf of ILYM Group and myself and submit it in  
19 support of the motion for final approval of the Parties' Class Action, FLSA Collective Action, and  
20 PAGA Representative Action Settlement Agreement and Release ("Settlement Agreement"). I  
21 have personal knowledge of the facts herein, and if called upon to testify, I could and would testify  
22 competently to such facts.

23                                   2.       ILYM Group has extensive experience in administering Class Action Settlements,  
24 including direct mail services, database management, claims processing and settlement fund  
25 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class  
26 Members.

1           3.           ILYM Group was engaged by the Parties' Counsel and subsequently approved  
2 and appointed by the Court to provide notification services and settlement administration  
3 pursuant to the terms of the Settlement Agreement. Duties performed to-date and to be performed  
4 after Final Approval of the Settlement is granted include: (a) printing and mailing the Notice of  
5 Pendency ("Class Notice"); (b) receiving and processing requests for exclusion; (c) resolving  
6 Settlement Class Members' disputes over the number of workweeks Defendants recorded them  
7 working during the Class Period, which was pre-printed on their individualized Class Notice; (d)  
8 calculating individual settlement award amounts; (e) processing and mailing settlement award  
9 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,  
10 issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any  
11 unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the  
12 Parties mutually agree to and/or the Court orders ILYM Group to perform.

13           4.           On March 28, 2023, ILYM Group received the class data file from Counsel for  
14 Defendant, which contained the name, social security number, last known mailing address, the  
15 start and end dates of employments for Wage and Hour and Aggrieved Employees, and the date(s)  
16 an applicant or employee of Defendant executed Defendant's Credit Report ("Class List"). The  
17 data file was uploaded to our database and checked for duplicates and other possible  
18 discrepancies. The Class List contained 198 Wage and Hour Class Members who worked a total  
19 of 10,360 work weeks during the Class Period, 55 FCRA/ICRAA Members and 148 Aggrieved  
20 Employees.

21           5.           As part of the preparation for mailing, all 221 names and addresses contained in the  
22 Class List were processed against the National Change of Address ("NCOA") database,  
23 maintained by the United States Postal Service ("USPS"), for purposes of updating and  
24 confirming the mailing addresses of the Class Members before mailing of the Notice Packet. The  
25 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated  
26 address was found in the NCOA database, the updated address was used for the mailing of the  
27 Notice Packet. To the extent that no updated address was found in the NCOA database, the  
28

1 original address provided by Counsel for Defendants was used for the mailing of the Notice  
2 Packet.

3 6. On April 7, 2023, the Notice Packets were mailed, via U.S First Class Mail, to all  
4 **221 individuals** listed on the Class List. Attached hereto, as **Exhibit A**, is a true and correct  
5 representative copy of the Notice Packet as it was mailed by ILYM Group.

6 7. As of the date of this declaration, 55 Notice Packets have been returned to our  
7 office of which none were returned with a forwarding address. ILYM Group performed a  
8 computerized skip trace on the 55 returned Notice Packets that did not have a forwarding address,  
9 in an effort to obtain an updated address for the purpose of re-mailing the Notice Packet. As a  
10 result of ILYM Group's skip tracing efforts, 33 updated addresses were obtained and the Notice  
11 Packets were promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

12 8. As of the date of this declaration, a total of 22 Notice Packets have been deemed  
13 undeliverable. Specifically, 22 have been deemed undeliverable as no updated address was found  
14 notwithstanding the skip tracing.

15 9. As of the date of this declaration, ILYM Group has not received any request for  
16 exclusion from the Settlement. The deadline to request exclusion from the Settlement was May  
17 22, 2023.

18 10. As of the date of this declaration, ILYM Group has not received any objections to  
19 the Settlement. The deadline to file an objection to the Settlement was May 22, 2023.

20 11. The Net Settlement Fund available to Wage and Hour Class Members is estimated  
21 to be \$159,276.67 and was calculated by subtracting the requested attorneys' fees (\$108,333.33),  
22 the amount allocated for litigation costs and expenses (\$25,000.00), the requested Enhancement  
23 Payment (\$5,000.00), the requested Settlement Administration Costs (\$6,390.00), the LWDA  
24 Payment (\$12,000.00), the PAGA Class Payment (\$4,000.00), and the Credit Report Claim  
25 (\$5,000.00) and from the Gross Settlement Amount (\$325,000.00).

1           12.     As of this date, there are 221 Class Members who did not submit a timely and valid  
2 Request for Exclusion and are therefore deemed to be Participating Class Members. The  
3 Individual Settlement Award is allocated on a *pro rata* basis using their work weeks worked.

4           13.     The *highest* Wage & Hour Settlement Share to a Settlement Class Member is  
5 currently estimated to be approximately \$4,357.49, the *average* Individual Settlement Share is  
6 currently estimated to be approximately \$804.43. These amounts are subject to employee-side tax  
7 and withholdings.

8           14.     Pursuant to the Agreement, a payment of \$5,000.00 relating to Plaintiff's claims  
9 under the Fair Credit Reporting Act, Investigative Consumer Reporting Agency Act, and  
10 Consumer Credit Reporting Agencies Act to be paid to the Credit Report Claim Participants who  
11 do not request exclusion. As of this date, there are 55 FCRA/ICRAA Members who did not submit  
12 a timely and valid Request for Exclusion and are therefore deemed to be Participating Class  
13 Members. The Credit Report Claim Settlement Cash Payment is allocated on a *pro rata* the  
14 number of background checks credited to him or her for executing Defendant's Credit Report.

15           15.     The *highest* FCRA/ICRAA Member Share to a Settlement Class Member is  
16 currently estimated to be approximately \$178.57, the *average* FCRA/ICRAA Member Share is  
17 currently estimated to be approximately \$90.91. These amounts are subject to employee-side tax  
18 and withholdings.

19           16.     Pursuant to the Agreement, 25% of the PAGA Payment (\$4,000.00) will be  
20 allocated to Aggrieved Employees regardless of whether he or she opts out of the Class  
21 Settlement ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA  
22 Settlement. The Employee PAGA Amount is allocated on a *pro rata* basis using their Pay Periods  
23 worked during the PAGA Period.  
24  
25  
26  
27  
28

17. The *highest* Individual PAGA Share to an Aggrieved Employee is currently estimated to be approximately \$80.91, the *average* Individual PAGA Share is currently estimated to be approximately \$27.03.

18. 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 \$6,390.00. 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 7<sup>th</sup> day of June 2023, at Tustin, California.

  
CASSANDRA POLITES

# **EXHIBIT “A”**

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

*(Respass v. The Scion Group LLC., Sacramento County Superior Court Case No. 34-2020-00285285)*

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;MERGED_IndividualAmnt&gt;&gt;. See the explanation below.</b></p> <p><b>Your estimated PAGA Settlement Share is: \$&lt;&lt;MERGED_PAGAAward&gt;&gt;. See the explanation below.</b></p> <p>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 Defendants as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>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 <b>no money from the Settlement</b>. If you are a member of the PAGA Group, you will receive your share of the Net PAGA Amount irrespective of whether you exclude yourself or opt-out of the Settlement.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                     |
| <b>Object</b>                                                       | <p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**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 Sacramento (the “Court”) has been reached between Plaintiff Norman Respass (“Plaintiff”) and Defendant The Scion Group LLC (“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 includes the following sub-classes:**

All individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time beginning September 23, 2016 and ending February 28, 2022 (the “Wage and Hour Class” or “Wage and Hour Class Member(s)”).

All employees or prospective employees of Defendant in California who executed Defendant’s standard background check disclosure and authorization form at any time beginning September 23, 2018 and ending on February 28, 2022 (the “FCRA/ICRAA Class” or “FCRA/ICRAA Class Member(s)”).

All persons in California who executed Defendant’s standard background check disclosure and authorization form in connection with prospective employment at any time beginning September 23, 2018 and ending on February 28, 2022 (the “CCRAA Class” or “CCRAA Class Member(s)”).

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 September 23, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Sacramento. Plaintiff asserted claims that Defendant: (a) Violated 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 pay overtime wages in violation of California Labor Code §§ 510, et seq; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; (i) Violated the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, et seq., for failure to make proper disclosures; (j) Violated the FCRA, 15 U.S.C. § 1681, et seq., for failure to obtain proper authorization; (k) Violated the Investigative Consumer Reporting Agencies Act, California Civil Code § 1786, et seq., for failure to make proper disclosures; (l) Violated the Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785 et seq., for failure to obtain proper disclosures; and (m) 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 did not violate the FCRA, the ICRAA, or the CCRAA; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On June 22, 2021, the Parties participated in an all-day mediation with Jeffrey Krivis, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation did not conclude in a settlement, but the Parties continues to negotiate mutually agreeable terms of settlement over several months. The Court granted preliminary approval of the Settlement on March 3, 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, Zakay Law Group, APLC, and Blumenthal Nordrehaug Bhowmik De Blouw LLP 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 Three Hundred Twenty Five Thousand Dollars (\$325,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, including the Credit Report Claim Settlement Cash Payment, Class Counsel attorneys’ fees, Class Counsel litigation costs, incentive payment to Plaintiff, PAGA Settlement Amount, and Settlement Administration Costs.

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 Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,500.00 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 of a Class Counsel Fees Payment of no more than 33.33% of the Gross Settlement Amount (currently \$108,333.33) and a Class Counsel Litigation Costs Payment of not more than \$25,000 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.
- Incentive Payment to Plaintiff. An incentive payment of up to Five Thousand Dollars (\$5,000.00) 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 Settlement Amount. A payment of \$16,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$12,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$4,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Credit Report Claim Settlement Cash Payment. A payment of \$5,000.00 relating to Plaintiff’s claims under the Fair Credit Reporting Act, Investigative Consumer Reporting Agency Act, and Consumer Credit Reporting Agencies Act to be paid to the Credit Report Claim Participants who do **not** request exclusion. The Credit Report Claim Settlement Cash Payment will be

distributed pro rata to each Credit Report Claim Participant based upon the number of background checks credited to him or her for executing Defendant's Credit Report. A Credit Report Claim Participant may dispute the accuracy of the number of background checks for which an applicant or employee of Defendant executed Defendant's Credit Report. Any such Credit Report Class Dispute must be in writing and must: (a) contain the FCRA/ICRAA Class Member's or CCRAA Class Member's full name, address, telephone number, last four digits of his or her Social Security number, and signature; (b) contain the case name and number of the Action; (c) contain a clear statement explaining that he or she disputes the number of background checks credited to him or her for executing Defendant's Credit Report and what he or she contends is the correct number that should be credited to him or her; (d) any documentation that he or she has to support the dispute; and (e) be mailed to the Settlement Administrator, postmarked on or before May 22, 2023.

- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, the incentive payment to Plaintiff, the Credit Report Claim Settlement Case Payment, 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 Wage and Hour 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 a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to the PAGA Group. The Net PAGA Amount shall be distributed to the PAGA Group 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 the PAGA Group during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Group Member during the PAGA Period. The "PAGA Group" means all hourly-paid or non-exempt employees who worked for Defendant in the State of California from September 23, 2019 through March 3, 2023.

**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. 25% 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. 75% 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 the PAGA Group or the Credit Report Claim Settlement Cash Payment to the claim participants, and each PAGA Group Member and claim participant 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?**

Release by Wage and Hour Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release any and all claims for wages, damages, unpaid costs, penalties (excluding PAGA penalties), liquidated damages, interest, attorney fees, litigation costs, restitution, or equitable relief, which Plaintiff and all Wage and Hour Class Members had, or may claim to have, against any of the Released Parties, arising during the Wage and Hour Class Period, that were pled or that could have been pled based on the factual allegations set forth in the Complaint, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties; and unfair competition.

Release by the PAGA Group. 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 PAGA Group Members shall release any and all claims for PAGA penalties, interest, attorneys fees, litigation costs, which Plaintiff and all PAGA Members had, or may claim to have, against any of the Released Parties, arising during the PAGA Period, that were pled in the Complaint and in Plaintiff's notice to the LWDA, including but not limited to: claims for PAGA based on the foregoing Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194m1194.2, 1197, 2801, and Labor Code §§ 2698-2699.5).

Release by the FCRA and CCRAA Class Members. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all FCRA and CCRAA Class Members shall release any and all claims for damages, unpaid costs, restitution, or

equitable relief, which Plaintiff and all FCRA and/or CCRAA Class Members had, or may claim to have, against any of the Released Parties, arising during the FCRA and/or CCRAA Class Periods, that were pled or that could have been pled based on the factual allegations set forth in the Complaint including but not limited to: claims for violations of the Fair Credit Reporting Act (15 U.S.C. §1681, *et seq.*), the Investigative Consumer Reporting Agencies Act (Cal. Civ. Code 1785, *et seq.*

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\_WageHourWW>> Workweeks worked during the Wage and Hour Class Period (September 23, 2016 through February 28, 2022).

Based on this information, your estimated Individual Settlement Payment is <<MERGED\_WageHourAward>>.

Defendant's records reflect that you have <<MERGED\_PAGAPP>> pay periods worked during the PAGA Period (September 23, 2019 through March 3, 2023)

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 22, 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 August 11, 2023 at 9:00 a.m. 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/TheScionGroup>.

#### 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.** respective 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 a share of the Net PAGA Amount.

To opt out, you must submit a written request to exclude yourself to the Settlement Administrator, by First Class Mail, signed, dated and postmarked no later than May 22, 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 May 22, 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 must 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 **Respass v. The Scion Group LLC, Sacramento County Superior Court, Case No. 34-2020-00285285**. 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 22, 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:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
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Diego, CA 92121  
Tel.: (619) 599-8292  
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E-Mail: [chad.bernard@jacksonlewis.com](mailto:chad.bernard@jacksonlewis.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 a.m. on August 11, 2023 at the Sacramento County Superior Court, Department 28, located 720 9<sup>th</sup> Street, Sacramento, CA 95814, before Judge Lauri Damrell. 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 **Respass v. The Scion Group LLC, Sacramento County Superior Court, Case No. 34-2020-00285285**, 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 the event an Individual Settlement Payment and/or Individual Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, the Settlement Administrator shall 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.