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Attorneys for Plaintiff William Hall, individually  
and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

WILLIAM HALL, individually and on behalf  
of all others similarly situated,

Plaintiff,

vs.

CULPEPPER & ASSOCIATES SECURITY  
SERVICES, INC. a Georgia corporation;  
DOES 1 through 25,

Defendants.

Case No.: 20STCV15317

*Assigned to Hon. Daniel J. Buckley  
Dept. SSC-1*

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

**Date: August 25, 2021  
Time: 10:30 a.m.  
Dept.: 1**

**Complaint Filed: April 21, 2020**

## DECLARATION OF NATHALIE HERNANDEZ

I, Nathalie Hernandez, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by ILYM Group, Inc. (“ILYM”), as the Case Manager for this matter. I personally have over 5 years of experience in claims management and administration of class and collective action matters.

3. ILYM has extensive experience administering class action matters. ILYM has administered complex wage and hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA and PAGA class action matters, thru final approval and distribution. ILYM has developed a system of quality assurance measures, to ensure the highest quality service is provided in our cases and to class members.

4. ILYM was selected by the parties to this action to provide notice of the settlement and process any exclusions, objections, and workweek disputes in this action. In this capacity, ILYM was charged in this case with: (a) printing and mailing to class members *Notice of Proposed Class Action Settlement and Hearing Date for Court Approval* (herein referred to collectively as the “Notice”) (b) locating updated addresses for class members; (c) receiving other communications about the settlement; (d) notifying the parties of the number of class members that filed requests for exclusion, objections, and workweek disputes; and (e) notifying the parties of the number of class members who filed untimely or deficient requests for exclusion, and taking steps to cure the deficiencies. If this settlement is approved, ILYM will be (a) calculating, issuing and mailing settlement checks to all class members with respective tax withholdings and reporting; (b) making any class representative service and release and attorney fee payments approved by the Court; (c) preparing tax filings for the qualified settlement fund established to hold and distributing the gross settlement amount, and (d) transmitting to the California State Controller’s Office Unclaimed Property Fund any uncashed settlement checks, pursuant to the terms of the parties’ Settlement Agreement.

1           5.       On April 23, 2021, ILYM received the Court-approved text for the Notice from  
2 Class Counsel.

3           6.       ILYM prepared a draft of the Notice for mailing to Class Members and  
4 received approval of the draft from the parties.

5           7.       On May 5, 2021, ILYM received the data files from counsel for Defendant  
6 Culpepper & Associates Security Services, Inc. (“CASS” or “Defendant”) containing the  
7 name, last known address, telephone number, social security number, and dates of  
8 employment and number of qualifying workweeks for each class member. The final mailing  
9 list contained seventy (70) Class Members.

10          8.       On May 10, 2021, ILYM conducted a National Change of Address (NCOA)  
11 search in an attempt to update the class list of addresses as accurately as possible. A search of  
12 this database provides updated addresses for any individual who has moved in the previous  
13 four years and notified the U.S. Postal Service of his or her change of address. A total of 7  
14 addresses were updated based on the NCOA search.

15          9.       On May 15, 2021, ILYM mailed the Notice via U.S. first class mail to all 70  
16 Class Members on the Class List. A true and correct copy of the mailed Notice is attached  
17 hereto as **Exhibit A**.

18          10.       As of the date of this Declaration, four (4) Notices have been returned to  
19 ILYM. For the 4 Notices returned from the Post Office without a forwarding address, all of  
20 those were traced to locate a current mailing address. Of the 4 Notices that were skip traced,  
21 updated addresses were obtained for 2 returned Notices and were promptly re-mailed to those  
22 Class Members via first class mail. We could not locate updated addresses for the other 2  
23 notices that were returned without a forwarding address.

24          11.       As of the date of this Declaration, the two (2) Notices for which we could not  
25 find a updated address are considered undeliverable. They were undeliverable because no  
26 updated address was found notwithstanding the skip tracing.

1           12.     As of the date of this Declaration, ILYM has received no requests for  
2 exclusion. The deadline for Class Members to have submitted an “Opt-Out” request was June  
3 29, 2021.

4           13.     As of the date of this Declaration, ILYM has not received any objections to the  
5 settlement. The deadline for Class Members to have submitted an “Objection” to the  
6 Settlement was June 29, 2021.

7           14.     As of the date of this Declaration, ILYM has not received any workweek  
8 disputes from any Class Members. The deadline for Class Members to have submitted a  
9 “Workweek Disputes” was June 29, 2021.

10          15.     As of the date of this Declaration, there are no outstanding disputes regarding  
11 the settlement.

12          15.     ILYM has been emailing reports informing counsel of the status of the  
13 administration. A true and correct copy of the most recent weekly report is attached hereto in  
14 **Exhibit B.**

15          16.     ILYM has calculated the amount to be distributed to the members of the  
16 Settlement Class if the Court grants final approval. For the Class settlement payments, we  
17 determined each Settlement Class Member’s “Individual Workweek Number” by adding the  
18 total number of Qualifying Workweeks. We then determined the total of all of the Individual  
19 Workweek Numbers of all the Settlement Class Members (the “Aggregate Workweek  
20 Number.”) Each Class Member’s “Payout Ratio” was determined by dividing his or her  
21 Individual Workweek Number by the Aggregate Workweek Number. The “Total Potential  
22 Settlement Award” for each Class Member was then calculated by multiplying the Payout  
23 Ratio by the Net Settlement Amount. The amount of the individual settlement payment was  
24 then indicated on each Class Member’s Notice. Ten percent of each Class Member’s  
25 settlement payment will be consideration for their release of FLSA claims.

26          17.     ILYM has also calculated the amounts to be divided among and distributed to  
27 all PAGA Employees based upon the number of Qualifying Workweeks that they worked  
28 during the PAGA Period pursuant to the following formula:

1 (Individual PAGA Employee's Qualifying Workweeks during PAGA Period ÷ All  
2 PAGA Employees' Qualifying Workweeks during PAGA Period) x \$2,500

3 18. Based on these calculations, I determined that the class settlement payments  
4 will range from a low of \$34.70 to a high of \$7,565.12 (prior to any tax withholdings), and  
5 the average class settlement payment will be in the amount of approximately \$2,521.87. The  
6 PAGA settlement payments will range from a low of \$2.86 to a high of \$61.57, and the  
7 average PAGA settlement payment will be in the amount of approximately \$36.22. The non-  
8 FLSA payments to Settlement Class Members will be characterized as seventy percent (70%)  
9 1099 income and thirty percent (30%) W-2 income. The FLSA payments will be characterized  
10 as fifty percent (50%) 1099 income, to be reported on an IRS Form 1099, and fifty percent  
11 (50%) as W-2 income, to be reported on a W-2 form. Shares of the PAGA Employee Portion  
12 shall be exclusively 1099 income.

13 19. ILYM will charge \$5,514.26 for administration fees. This includes all costs  
14 incurred to date, as well as estimated costs involved in completing the settlement. A true and  
15 correct copy of ILYM's invoice is attached hereto as **Exhibit C**.

16 20. On May 13, 2021, ILYM established a dedicated Settlement website,  
17 ([www.ilymgroupclassaction.com/CASSclassactionsettlement.com](http://www.ilymgroupclassaction.com/CASSclassactionsettlement.com)) to provide easy and  
18 immediate access to information regarding the Settlement. A copy of the Notice along with  
19 other related Court documents pertaining to this proposed Settlement—including the First  
20 Amended Stipulation of Class Action Settlement, Preliminary Approval Order, and Class  
21 Counsel's Fees and Costs Declarations—were posted on the Settlement website. The signed  
22 Final Order and Judgement will also be posted to this dedicated website for Class Members  
23 to review.

24 21. If additional timely objections or requests for exclusion are received after the  
25 date of this Declaration, ILYM will submit a supplemental declaration to the Court.

26 I declare under penalty of perjury under the laws of the State of California that the  
27 foregoing is true and correct, and that this Declaration was executed on July 20, 2021, at  
28 Tustin, California.

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*Nathalie Hernandez*  
Nathalie Hernandez

# **EXHIBIT “A”**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

*Hall v. Culpepper & Associates Security Services, Inc.*  
Los Angeles Superior Court, Case No. 20STCV15317

**If you have been employed in California by Culpepper & Associates Security Services, Inc. as a security officer, you may be entitled to receive money from a class action settlement.**

*The Los Angeles County Superior Court authorized this notice.  
This is not a solicitation from a lawyer.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

You are receiving this Notice because the Los Angeles County Superior Court has preliminarily approved a proposed settlement in a class action filed by William Hall on behalf of all non-exempt employees of CASS Culpepper & Associates Security Services, Inc. ("CASS") who worked in California as security officers from April 21, 2016 through December 7, 2020. A hearing to determine whether the settlement should receive the Court's final approval will be held on August 25, 2021 at 10:30 a.m. in Department 1 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

**This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than June 29, 2021 otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against CASS, as described in Section 8 of this Notice.**

**1. PURPOSE OF THIS NOTICE**

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by CASS's records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

**2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT**

The people eligible to receive a settlement payment are all non-exempt employees of CASS who worked as security officers in California between April 21, 2016 and December 7, 2020. You are receiving this notice because, according to CASS's records, you are eligible to participate in the settlement.

**3. DESCRIPTION OF THE ACTION**

An employee of CASS filed a class action against CASS in the Los Angeles County Superior Court. The case is called *Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317 (the "Action"). The Action alleges that Plaintiff and other non-exempt employees of CASS who worked for CASS in California as security officers were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, and were not provided with all applicable sick pay. Based on these facts and others, Plaintiff's Second Amended Complaint alleges causes of action for: (1) failure to pay overtime; (2) failure to provide accurate wage statements; (3) failure to provide meal and rest breaks; (4) violation of Business & Professions Code Section 17200; (5) recovery of civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code Sections 2698-2699.5; (6) violation of the Fair Labor Standards Act (FLSA); and (7) violation of Federal, State and local sick pay requirements.

**CASS denies all of Plaintiff's allegations and denies any wrongdoing. Among other things, CASS contends that all employees have been properly compensated and that CASS complied with all applicable Federal, State and Local laws.**

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by CASS. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for August 25, 2021 at 10:30 a.m. (the "Final Approval Hearing").

#### **4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?**

Attorneys representing Plaintiff and the class ("Class Counsel") are:

|                                                                                                                                                                                          |                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aaron C. Gundzik<br>Rebecca Gundzik<br>Gundzik Gundzik Heeger LLP<br>14011 Ventura Blvd., Suite 206E<br>Sherman Oaks, CA 91423<br>Telephone: (818) 290-7461<br>Facsimile: (818) 918-2316 | Daniel M. Holzman<br>Caskey & Holzman<br>24025 Park Sorrento, Ste. 400<br>Calabasas, CA 91302<br>Telephone: (818) 657-1070<br>Facsimile: (818) 297-1775 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|

Attorneys representing CASS are:

|                                                                                                                                                                                                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Elizabeth Watson<br>Bethany Pelliconi<br>Seyfarth Shaw LLP<br>2029 Century Park East, Suite 3500<br>Los Angeles, California 90067-3021<br>Telephone: (310)201-9233<br>Facsimile: (310) 551-8328 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

#### **5. THE TERMS OF THE PROPOSED SETTLEMENT**

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: [www.ilymgroupclassaction.com/CASSclassactionsettlement.com](http://www.ilymgroupclassaction.com/CASSclassactionsettlement.com).

CASS has agreed to pay \$325,568 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release awards to the Plaintiff, and funds owed to the state of California in settlement of penalties. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (called the Net Settlement Amount) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$108,522.66 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$15,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Award: The Plaintiff is requesting a service and release award not to exceed \$10,000, in addition to the amount he will receive as a member of the class, to compensate him for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to CASS. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, ILYM Group, Inc., has advised the parties that the settlement administration costs will not exceed \$5,514.26. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payment to State of California: A total of \$10,000 of the Gross Settlement Amount will be allocated to settle allegations that CASS owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$7,500 (75%) will be paid to the California Labor & Workforce Development Agency (“LWDA”). Subject to court approval, the \$7,500 payment to the LWDA will also be deducted from the Gross Settlement Amount. The other 25%, which is \$2,500, will be distributed to those class members who were employed by CASS at any time from April 21, 2019 through December 7, 2020.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member’s share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all Settlement Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek means a workweek during which a Class Member worked for CASS in a class position during the Class Period. Class Members who worked for CASS at any time from April 21, 2019 through December 7, 2020 will also participate in the “PAGA Settlement,” whereby they will receive a portion of the \$2,500 penalty allocation referenced above in section 5(d). The amount of each such employee’s share of the \$2,500 penalty allocation will be calculated by dividing the total number of qualifying workweeks worked by the employee by the total number of workweeks worked by all such employees and then multiplying that fraction by \$2,500.

## 6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to CASS’s records, you worked a total of approximately <<workweeks>> qualifying workweeks during the Class Period. Under the settlement, you will receive approximately \$<<Est.SettAmt>>. You also worked <<PAGAWEEKS>> qualifying workweeks between April 21, 2019 and December 7, 2020 and based thereon, you will receive an additional amount of approximately \$<<Est.PAGAShare>> which is your share of the \$2,500 PAGA Settlement. You will receive two separate checks, one for the release of your non-FLSA claims in the amount of approximately \$<<NonFLSAmt>> and one in exchange for the release of your FLSA claims in the amount of approximately \$<<FLSAmt>>. The amount of your checks may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys’ fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period. **To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

## 7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, the non-FLSA portion of your payment will be considered as seventy percent (70%) 1099 income and thirty percent (30%) W-2 income. The FLSA portion of your payment will be considered as fifty percent (50%) 1099 income, to be reported on an IRS Form 1099, and fifty percent (50%) as W-2 income, to be reported on a W-2 form. Your share of the PAGA Settlement, if you are eligible, will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

## **8. RELEASE OF CLAIMS**

### **A. Release by Class Members who do not exclude themselves from the Settlement.**

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release CASS and all of its current or former subsidiaries, affiliates, parent corporations, predecessors, insurers, agents, employees, successors, assigns, officers, owners, third-party consultants, staffing agencies (and those staffing agencies' workers), officials, directors, attorneys, personal representatives, executors, and shareholders, including CASS's pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries from any and all claims, rights, demands, charges, complaints, causes of action, punitive or statutory damages, penalties, liquidated damages, expenses, attorneys' fees and costs, interest, obligations or liability of any and every kind that were asserted in the Second Amended Complaint or are based on, or arise out of, the facts alleged in the Second Amended Complaint, including without limitation any claims for failure to pay overtime or other wages, failure to issue accurate wage statements, failure to provide compliant meal and rest periods, unfair, unlawful or fraudulent business practices under California Business and Professions Code Section 17200 and any claims based on paid sick leave under state federal, or local law, and all related penalties. Provided, however, the Released Claims shall not include the PAGA Released Claims. The Release Period for the Released Claims shall be the Class Period.

### **B. Release by Class Members who worked at CASS at any time from April 21, 2019 through December 7, 2020.**

If you worked for CASS at any time between April 21, 2019 and December 7, 2020, you will receive a payment that is your share of the \$2,500 penalty and you will release CASS and all of its current or former subsidiaries, affiliates, parent corporations, predecessors, insurers, agents, employees, successors, assigns, officers, owners, third-party consultants, staffing agencies (and those staffing agencies' workers), officials, directors, attorneys, personal representatives, executors, and shareholders, including CASS's pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries from any and all claims for civil penalties recoverable by a private attorney general for violations that were alleged in, or arise out of the facts alleged in, the Second Amended Complaint and/or the letter submitted by Plaintiff to California's Labor and Workforce and Development Agency arising at any time from April 21, 2019 through December 7, 2020. You cannot exclude yourself from this release.

## **9. YOUR OPTIONS**

As a member of the settlement class, you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

### **(a) You Can Do Nothing.**

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

### **(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.**

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **June 29, 2021**. The Settlement Administrator will consider the

documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

**(c) You Can Exclude Yourself from the Settlement Class.**

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **June 29, 2021**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **June 29, 2021**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against CASS.

**Please note, however**, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for CASS at any time from April 21, 2019 to December 7, 2020, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

**(d) You Can Object to the Settlement.**

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark your objections is **June 29, 2021**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Hall v. Culpepper & Associates Security Services, Inc.*, Case No. 20STCV15317).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

**(e) You Can Attend the Final Approval Hearing**

Regardless of which option you choose, you may attend the Final Approval Hearing and address the Court regarding the proposed settlement. Information about the Final Approval Hearing is contained in section 10 of this Notice.

## **10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on August 25, 2021 at 10:30 a.m. in Department 1 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

## **11. NON-RETALIATION**

CASS will not retaliate or take any adverse action against a class member for participating in the settlement.

## **12. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.**

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at [www.ilymgroupclassaction.com/CASSclassactionsettlement.com](http://www.ilymgroupclassaction.com/CASSclassactionsettlement.com) or you may contact the Settlement Administrator as follows:

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
Telephone: (888) 250-6810  
Facsimile: (888) 845-6185  
Email: [claims@ilymgroupclassaction.com](mailto:claims@ilymgroupclassaction.com)  
Website: [www.ilymgroupclassaction.com/CASSclassactionsettlement.com](http://www.ilymgroupclassaction.com/CASSclassactionsettlement.com).

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, you should review the Court's social distancing requirements at: (Here for You, Safe for You).

These rules require that all persons entering any courthouse or courtroom must wear a face covering/mask over his or her nose and mouth at all times within the public areas of the courthouse or courtroom. Individuals who wear a face shield must ensure it covers both the nose and the mouth, wraps around the sides of a wearer's face and extend to below the chin with a cloth drape from the bottom of the face shield to below the neck. Children under the age of three (3) are exempt, as are persons with a medical condition, mental health condition, or disability that precludes them from wearing a face covering. However, they must "take whatever protective measures their condition permits, such as wearing a face shield without a drape on the bottom edge."

Individuals are required to maintain at least (6) six feet of physical distance from all persons (except those within their household) at all times and comply with social distance signage throughout the courthouse.

Individuals are requested to use hand sanitizer when entering the courthouse, practice good hand-washing hygiene, and cover coughs and sneezes, preferably with a tissue.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY  
IF YOU HAVE A CHANGE OF ADDRESS**

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

**FOR MORE INFORMATION CALL 1-888-250-6810**

# **EXHIBIT “B”**

## Hall v. C.A.S.S., Inc.

### Final Report 7/20/2021

|                      |                                                                                                                             |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Plaintiff's Counsel: | GUNDZIK GUNOZJK HEEGER LLP & CASKEY & HOLZMAN                                                                               |
| Contact:             | Aaron C. Gundzik, Esq., Rebecca G. Gundzik, Esq., Marshall A. Caskey, Esq., Daniel M. Holzman, Esq., & N. Cory Bararl, Esq. |
| Defense Counsel:     | SEYFARTH SHAW LLP                                                                                                           |
| Contact:             | Bethany Pelliconi, Esq. & Elisabeth Watson, Esq.                                                                            |

#### Summary

##### Total Class Size

70

##### Class Period

4/21/2016-12/07/2020

##### PAGA Period

4/21/2019-12/07/2020

##### Initial Mailing

May 15, 2021

##### Response Deadline

June 29, 2021

##### Final Approval Hearing

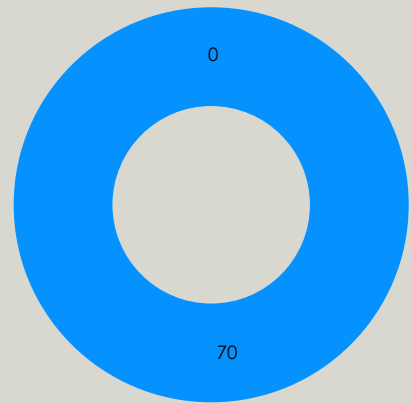
August 25, 2021

#### Class

| ITEM                    | AMOUNT |
|-------------------------|--------|
| Total Class Members:    | 70     |
| Total Objections Rec'd: | 0      |
| Total Disputes Rec'd:   | 0      |
| Total Opt-Outs Rec'd:   | 0      |
| % of Opt-Outs           | 0.00%  |

#### Percentage of Class to Opt-Out

0.00%



#### Mailing

| ITEM                                   | AMOUNT |
|----------------------------------------|--------|
| Notices Returned:                      | 4      |
| Forwarded Notices:                     | 0      |
| Notices Traced:                        | 4      |
| Notices Returned 2 <sup>nd</sup> Time: | 0      |
| Undeliverable Notices:                 | 2      |
| Requested Notices:                     | 0      |
| Notices Re-mailed:                     | 2      |

ILYM GROUP, Inc.  
SETTLEMENT ADMINISTRATION EXPERTS

NOTICE: All calculations in the weekly report are provided as a reference and will vary each week. Details regarding Claims and Settlement Amounts are based on preliminary data supplied to our office at the time of our involvement in the case. If you have questions regarding any data in this report, please contact your Claims Manager.

# **EXHIBIT “C”**

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

## Case Name: Hall v CASS

Requesting Attorneys Name: Rebecca Gundzik  
 E-Mail: [rebecca.gundzik@gghllp.com](mailto:rebecca.gundzik@gghllp.com)  
 ILYM Contact: Lisa Mullins  
 E-Mail: [Lisa@ilymgrouppclassaction.com](mailto:Lisa@ilymgrouppclassaction.com)  
 Contact Number: 714.878.8836

### ESTIMATE FOR ADMINISTRATION SOLUTIONS

| ASSUMPTIONS                              |     |
|------------------------------------------|-----|
| Total Number of Class Members            | 70  |
| Estimated Mail Returned as Undeliverable | 20% |
| NCOA                                     | Yes |
| Certified Spanish Translation            | Yes |
| Reminder Postcard for Uncashed Checks    | Yes |
| Case Duration (Year(s))                  | 1   |

| Activity                                       | Rate Type | Unit Cost | Volume | Amount   |
|------------------------------------------------|-----------|-----------|--------|----------|
| CASE STARTUP                                   |           |           |        |          |
| Initial Setup - Import and Formatting of Data* | Hourly    | \$150.00  | 1      | \$150.00 |
| Programming of Class Database                  | Hourly    | \$175.00  | 1      | \$175.00 |

\*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

**Subtotal \$325.00**

| PROJECT MANAGEMENT & NOTICING                                |           |            |   |            |
|--------------------------------------------------------------|-----------|------------|---|------------|
| Project Manager (Case notification and maintenance)          | Hourly    | \$120.00   | 3 | \$360.00   |
| Staff Hours for Processing Returned Mail                     | Hourly    | \$70.00    | 1 | \$70.00    |
| Staff Hours for Processing Opt-Outs, Disputes & Objection(s) | Hourly    | \$70.00    | 2 | \$140.00   |
| Report Processing                                            | Hourly    | \$70.00    | 3 | \$210.00   |
| NCOA                                                         | Flat Rate | \$100.00   | 1 | Waived     |
| Certified Spanish Translations                               | Flat Rate | \$1,250.00 | 1 | \$1,250.00 |
| Toll Free Customer Service Representative                    | Flat Fee  | \$100.00   | 1 | \$100.00   |
| ILYM Group, Static Website, Includes Hosting                 | Flat Fee  | \$150.00   | 1 | \$150.00   |
| Weekly Reports                                               | Flat Rate | \$750.00   | 1 | Waived     |

**Subtotal \$2,280.00**

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

| Activity | Rate Type | Unit Cost | Volume | Amount |
|----------|-----------|-----------|--------|--------|
|----------|-----------|-----------|--------|--------|

| NOTIFICATION/MAILING                         |           |          |    |          |
|----------------------------------------------|-----------|----------|----|----------|
| Fulfillment of Notice                        | Per Piece | \$2.00   | 70 | \$140.00 |
| USPS First Class 1oz Postage                 | Per Piece | \$0.55   | 70 | \$38.50  |
| Reminder Postcard for Uncashed Checks        | Per Piece | \$1.31   | 7  | Waived   |
| Re-Mails (Forward/Skip trace Undeliverables) | Per Piece | \$2.55   | 14 | \$35.70  |
| Storage, Photocopies, Deliveries             | Flat Fee  | \$250.00 | 1  | \$250.00 |

**Subtotal \$464.20**

| DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)    |           |          |    |          |
|--------------------------------------------------------|-----------|----------|----|----------|
| Distribution Setup & Management                        | Hourly    | \$150.00 | 2  | \$300.00 |
| Account Reconciliation & Distribution Reporting        | Hourly    | \$125.00 | 2  | \$250.00 |
| Check, Stub & Release - Print & Mail (W-2/1099)        | Per Check | \$1.00   | 70 | \$70.00  |
| USPS First Class Postage                               | Per Piece | \$0.55   | 70 | \$38.50  |
| Re-Mails (Forward/Skip trace Undeliverables up to 10%) | Per Piece | \$1.55   | 7  | \$10.85  |
| Preparation of Taxes                                   | Hourly    | \$120.00 | 5  | \$600.00 |
| Annual Filing of Tax Return                            | Per Year  | \$500.00 | 1  | \$500.00 |

*\*Additional Bank fees may apply*

**Subtotal \$1,769.35**

| CASE CONCLUSION                             |          |          |   |          |
|---------------------------------------------|----------|----------|---|----------|
| Data Manager Final Reporting                | Hourly   | \$100.00 | 2 | \$200.00 |
| Project Manager Final Reporting             | Hourly   | \$120.00 | 2 | \$240.00 |
| Unclaimed Funds to State Controllers Office | Flat Fee | \$750.00 | 1 | Waived   |
| Declaration                                 | Hourly   | \$125.00 | 2 | \$250.00 |

**Subtotal \$690.00**

**TOTAL CASE ESTIMATE: \$5,514.26**

# Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

**Services:** Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

**Mailing and Data Conversion:** ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

**Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

**Indemnification:** Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

**Payment of Charges:** ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

**Confidentiality:** ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

**Data Rights:** ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

**Document Retention:** Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

**Limitation of damages:** ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

**Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

**Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

**Force Majeure:** To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

**Waiver of Rights:** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

**Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

**Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On July 30, 2021, I served the following document described as

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

on the interested parties in this action:

(X) by serving ( ) the original (X) true copies thereof as follows:

*Please see attached service list*

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>( ) <b>BY MAIL</b><br/>I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p> | <p>( ) <b>BY FACSIMILE TRANSMISSION</b><br/>I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p> |
| <p>( ) <b>BY OVERNIGHT DELIVERY</b><br/>Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>                                                                                                                                                                                                                                             | <p>(XX) <b>BY ELECTRONIC TRANSMISSION</b><br/>I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.</p>                                                                                                                                                                                                                                                                                                                                |

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

( ) FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on July 30, 2021, at Sherman Oaks, California.



Nicole Salazar

**SERVICE LIST**

|                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bethany Pelliconi, Esq.<br>Elisabeth Watson, Esq.<br>SEYFARTH SHAW LLP<br>2029 Century Park East, Suite 3500<br>Los Angeles, CA 90067<br>Telephone: (310) 201-9233<br>Facsimile: (310) 551-8328<br>Email: <a href="mailto:bpelliconi@seyfarth.com">bpelliconi@seyfarth.com</a><br><a href="mailto:ewatson@seyfarth.com">ewatson@seyfarth.com</a><br><br><i>Attorneys for Defendant Culpepper &amp;<br/>Associates Security Services, Inc.</i> | Marshall A. Caskey, Esq.<br>Daniel M. Holzman, Esq.<br>N. Cory Barari, Esq.<br>CASKEY & HOLZMAN<br>24025 Park Sorrento, Ste. 400<br>Calabasas, CA 91302<br>Telephone: (818) 657-1070<br>Facsimile: (818) 297-1775<br>Email: <a href="mailto:mcaskey@caskeyholzman.com">mcaskey@caskeyholzman.com</a><br><a href="mailto:dholzman@caskeyholzman.com">dholzman@caskeyholzman.com</a><br><a href="mailto:nbarari@caskeyholzman.com">nbarari@caskeyholzman.com</a><br><br><i>Attorneys for William Hall, individually and<br/>on behalf of all others similarly situated</i> |
| <i>Via Electronic Submission</i><br>PAGA Administrator<br>1515 Clay Street, Ste. 801<br>Oakland, CA 94612                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |