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13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF DEL NORTE**

15 REINALD PILLSBURY, an individual, on  
16 behalf of himself and on behalf of all  
17 persons similarly situated,

18 Plaintiffs,

19 vs.

20 T & T RESTAURANTS CA, INC., a  
21 Corporation; and DOES 1 through 50,  
22 inclusive,

23 Defendants.

Case No. CVUJ-20-1214

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

Date: August 27, 2021

Time: 1:30 p.m.

Judge: Darren McElfresh

Dept.: 72

1 I, Madey Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the  
3 Operations Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the  
4 professional settlement services provider who has been retained by the Parties’ Counsel and  
5 subsequently appointed by the Court to serve as the Claims Administrator for the above captioned  
6 *Baltazar v. Westgate Hotel Company, et al.* matter. I am authorized to make this declaration on  
7 behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called  
8 upon to testify, I could and would testify competently to such facts.

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

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

26 4. On September 7, 2021, ILYM Group received the Court approved text for the  
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice  
28 Packet, which was approved by the Parties’ Counsel prior to mailing.

1           5.       On September 10, 2021, ILYM Group received the class data file from Counsel for  
2 Defendants, which contained the name, social security number, last known mailing address, and  
3 the total number of applicable workweeks worked for each Settlement Class Member. The data  
4 file was uploaded to our database and checked for duplicates and other possible discrepancies. The  
5 Class List contained 342 individuals.

6           6.       As part of the preparation for mailing, all 342 names and addresses contained in the  
7 Class List were then processed against the National Change of Address (“NCOA”) database,  
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming  
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The  
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated  
11 address was found in the NCOA database, the updated address was used for the mailing of the  
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original  
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14          7.       On September 24, 2021, the Notice Packet was mailed, via U.S First Class Mail, to  
15 all 342 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct  
16 copy of the mailed Notice Packet.

17          8.       As of the date of this declaration, 75 Notice Packets have been returned to our office  
18 as undeliverable. Of the 75 returned Notice Packets, none included a forwarding address. ILYM  
19 Group performed a computerized skip trace on the 75 returned Notice Packets that did not have a  
20 forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice  
21 Packet. To perform the skip tracing process, ILYM Group utilizes a skip tracing system to provide  
22 actionable intelligence to support identity verification. The system pulls from Credit level data,  
23 Proprietary sources, and public sources. Input can be name and address, Name and DOB, SSN,  
24 Address only, etc. As a result of this skip trace, 31 updated addresses were obtained and the Notice  
25 Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

26          9.       As of the date of this declaration, a total of 31 Notice Packets have been re-mailed.  
27 Specifically, 31 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

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1           10.     As of the date of this declaration, a total of 44 Notice Packets have been deemed  
2 undeliverable. Specifically, 44 have been deemed undeliverable as no updated address was found  
3 notwithstanding the skip tracing.

4           11.     As of the date of this declaration, ILYM Group has not received any requests for  
5 exclusion. The deadline to request exclusion from the Settlement is November 8, 2021.

6           12.     As of the date of this declaration, ILYM Group has not received any objections to  
7 the Settlement. The deadline to file an objection to the Settlement was November 8, 2021.

8           13.     As of the date of this declaration, ILYM Group will report a total of 342  
9 Participating Class Member, representing 100% of the 342 Settlement Class Members. Of those  
10 166 being part of the PAGA Aggrieved Employees.

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

|                                               |                     |
|-----------------------------------------------|---------------------|
| 17 <b>Total Settlement Amount</b>             | <b>\$280,000.00</b> |
| 18     Class Counsel Fees                     | \$93,333.00         |
| 19     Class Counsel Litigation Costs         | \$15,000.00         |
| 20     Enhancement Award                      | \$7,500.00          |
| 21     Administration Fees                    | \$9,631.93          |
| 22     LWDA Payment                           | \$7,500.00          |
| 23     PAGA Settlement to Aggrieved Employees | \$2,500.00          |
| 24 <b>Net Settlement Fund (estimated)</b>     | <b>\$144,535.07</b> |

25 To determine a Participating Class Member's individual settlement award payment, the distribution  
26 shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable  
27 Workweeks worked by each Class Member during the Class Period, to the total number of  
28 Applicable Workweeks worked by all Class Members during the Class Period. Based on these

1 calculations, the Participating Class Members will receive an estimated average gross payment of  
2 \$422.62, with the estimated highest gross payment being \$2,990.47. The Participating Aggrieved  
3 Employees will receive an estimated average gross payment of \$15.06, with the estimated highest  
4 gross payment being \$48.05.

5 15. ILYM Group's total fees and costs for services in connection with the administration  
6 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and  
7 costs for completion of the settlement administration, are \$9,361.93. ILYM Group's work in  
8 connection with this matter will continue with the calculation of the settlement award payments,  
9 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such  
10 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM  
11 Group to perform.

12 I declare under penalty of perjury under the laws of the State of California and the United  
13 States that the foregoing is true and correct to the best of my knowledge and that this Declaration  
14 was executed this 8<sup>th</sup> day of November 2021, at Tustin, California.

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19 MADELY NAVA  
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# **EXHIBIT “A”**

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT  
AND HEARING DATE FOR COURT APPROVAL**  
*(Pillsbury et al., v. T & T Restaurants CA, Inc. et al., Del Norte County Superior Court  
Case No. CVUJ-20-1214)*

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | If you are a member of the Class, you will automatically receive a payment if you do not exclude yourself.<br><b>Your estimated Settlement Share is:</b><br><b>\$«Total_Estimated_Settlement_Amount_». See the explanation below.</b><br>After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below. |
| <b>Exclude Yourself</b>                                             | To exclude yourself, you must send a letter to the Settlement Administrator as provided below on or before November 8, 2021. If you request exclusion, you will receive <b>no money from the Settlement</b> . Instructions are set forth below.                                                                                                                                                                                                     |
| <b>Object</b>                                                       | Write to the Court about why you do not like the settlement. Directions are provided below. Written objections must be submitted by November 8, 2021.                                                                                                                                                                                                                                                                                               |

**1. Why did I get this Class Notice?**

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit filed in the Superior Court of the State of California, in and for the County of Alameda (the “Court”), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

**You have received this Class Notice because you have been identified as a member of the Class which is defined as:**

All of Defendant’s current and former non-exempt employees employed in California between September 8, 2016 and March 16, 2021

The “Class Period” is the period of time from September 8, 2016 and March 16, 2021.

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

**2. What is this class action lawsuit about?**

On September 8, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of De Norte. Plaintiff asserted claims that Defendant. The Action alleges the following claims and violations against Defendant: (1) unfair competition in violation of California Business & Professions Code §§ 17200 et seq.; (2) failure to pay overtime wages in violation of Cal. Labor Code § 510, *et seq.*; (3) failure to pay minimum wages in violation of California Labor Code §§ 1194 and 1197; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Cal. Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure to timely pay all wages due in violation of Cal. Labor Code §§ 201, 202, and 203; and (9) violated the Private Attorneys’ General Act (“PAGA”). Plaintiff seeks to represent a putative class of non-exempt employees who worked for

Defendant in California. Plaintiff alleges that Defendant failed to properly pay Class Members minimum and overtime wages, failed to provide Class Members with proper meal breaks and rest breaks, failed to provide Class Members with complete and accurate wage statements, failed to reimburse employees for expenses, and failed to timely pay Class Members all wages owed at the time of the termination of their employment

T&T Restaurants CA, Inc. has denied, and continues to deny, the factual and legal allegations in the lawsuit and believes that it has valid defenses to Plaintiff's claims. By Agreeing to settle, T&T Restaurants CA, Inc. is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. T&T Restaurants, Inc. has agreed to settle the case as part of a compromise with Plaintiff and the Class members in order to find a reasonable resolution to end litigation.

Nothing in this Class Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that the Defendant admit any fault, guilt, negligence, wrongdoing or liability whatsoever. The Court has made no findings regarding the above claims.

The Court granted preliminary approval of the Settlement on August 27, 2021. At that time, the Court also preliminarily approved Plaintiffs to serve as the Class Representatives, and the law firms of The JCL Law Firm, APC, and Zakay Law Group, APLC to serve as Class Counsel. The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to T&T Restaurants CA, Inc., the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

### **3. What are the terms of the Settlement?**

Settlement Payment. Defendant has agreed to pay Two Hundred Eighty Thousand Dollars (\$280,000) (called the "Gross Settlement Amount") to fully resolve the claims in the Action. The Gross Settlement Amount includes all payments to Participating Class Members, the Class Representative Service Payments, all attorneys' fees, costs and expenses of Class Counsel awarded by the Court, the civil penalty payment to the LWDA in connection with PAGA, and the costs of the Settlement Administrator. No amount of the Gross Settlement Amount will revert to Defendant for any reason.

Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator within thirty (30) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval:

- Settlement Administration. Payment to the Settlement Administrator, estimated to be \$ 9,631.93 for the expense of notifying the Class Members of the Settlement, processing requests to be excluded from the settlement submitted by Class Members, and distributing settlement payments.
- Attorneys' Fees, Expenses, and Costs. Payment to Court-approved Class Counsel of reasonable attorneys' fees not to 1/3 of the Gross Settlement Amount (currently \$93,333.00) as their Class Counsel Fees Payment and an amount not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Class Representative Service Payments. A service award not to exceed \$7,500 to each Plaintiff to compensate him or her for services on behalf of the Class in initiating and prosecuting the Action. This payment is in addition to whatever payment the Plaintiff is otherwise entitled to as a Participating Class Member.

- LWDA Payment. A civil penalty payment of \$10,000 to the California Labor Workforce Development Agency's share of civil penalties under PAGA.

Calculation of Class Member Settlement Shares. After the above payments are subtracted from the Gross Settlement Amount, the remaining amount will be used to make settlement payments to Participating Class Members (the "Net Settlement Amount"). "Participating Class Member" means a Class Member who does **not** timely submit a valid Election Not to Participate in Settlement.

A Participating Class Member's Settlement Share will be calculated the following formula: Individual Settlement Payment = (Individual Workweeks ÷ Class Workweeks) × Net Settlement Amount.

Class Members who do not opt out of the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement. **If you do nothing, you will be deemed a "Participating Class Member", settlement checks will automatically be mailed to you, and you will release all claims you may have related to the allegations in the case,** as described below.

Tax Matters. For the purpose of calculating applicable taxes, Fifteen Percent (15%) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. Eighty Percent (85%) of each Participating Class Member's Settlement Share is in settlement of claims for interest (42.5%) and penalties (42.5%) allegedly due to employees (the "Non-Wage Portion"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Participating Class Members shall be exclusively liable for any employee's share of tax liability, if any. Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

- A. Claims Released by the Settlement. As of the date the Judgment becomes Final and upon funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as all class claims alleged in the operative complaint in *Pillsbury v. T&T Restaurants CA, Inc.* Case No. CVW-20-1214, including all claims, requests for damages and penalties alleged therein, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the date the Judgment becomes Final and upon funding of the Gross Settlement Amount by Defendant, Plaintiff, the State of California, the LWDA, and the PAGA Settlement Members shall release all Released PAGA Claims that occurred during the PAGA Period as to the Released Parties. "Released PAGA Claims" are defined as any and all PAGA Claims alleged in the operative complaint and Plaintiff's notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order and judgment at or following a final approval hearing on the Settlement.

#### 4. How much will my payment be?

**Defendants' records reflect that you have «Workweeks» weeks worked during the Class Period.**

**Based on this information, your estimated Settlement Share is calculated to be \$«Total\_Estimated\_Settlement\_Amount».**

If you wish to challenge the information stated immediately above, then you must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided in this Class Notice no later than November 8, 2021.

## 5. How can I get a payment?

To receive a payment under this Settlement, you **do not have to do anything**. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc.; P.O. Box 2031 Tustin CA, 92781, (888) 250-6810.

The Court will hold a hearing on December 3, 2021, to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, settlement payments will be mailed just over a month later. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

## 6. 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 that, if you are also a PAGA Settlement Member, you will still receive your portion of the PAGA settlement out of the Net Settlement Amount, and you will be bound by the terms of the PAGA release. To opt out, you must submit a written request to the Settlement Administrator that states “I do not want to be part of the settlement class in the *Pillsbury v. T & T Restaurants CA, Inc.* class action.” This Election Not to Participate in Settlement must be (a) signed and dated; (b) state the Class Member’s name, address, Social Security Number, and telephone number; and (d) be postmarked no later than November 8, 2021. Written requests for exclusion that are postmarked after November 8, 2021, or otherwise fail to meet the requirements set forth in this paragraph, will be rejected, and those Class Members will remain bound by the Settlement and the release described above. A Class Member who properly and timely submits an Election Not to Participate in Settlement will not be bound by the Settlement **and will not receive a Settlement Share**.

## 7. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member’s name, current address, telephone number, dates of employment with Defendants, and describe why the objector believes the Settlement is unfair and whether the objector intends to appear at the final approval hearing. The objections must be submitted to the Settlement Administrator at the below addresses on or before November 8, 2021. All written objections or other correspondence must also state the name and number of the case, which is *Pillsbury v. T & T Restaurants CA, Inc.* in the Superior Court of the State of California, County of Del Norte, Case No. CVUJ-20-1214. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement. 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.

Objections may also be made orally, with or without submitting a written objection, by appearing at the Final Approval Hearing on the date and time, and at the location, described in Section 8 below. Class Members may appear, either in person or through their own attorney at their expense, at the final approval hearing and have their objections heard by the Court.

The address for the Settlement Administrator is

*Pillsbury v. T & T Restaurants CA, Inc.* - Settlement Administrator  
c/o ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
Phone: (888) 250-6810

The addresses for Parties' counsel are as follows:

**Class Counsel:**

Shani O. Zakay, Esq.  
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Website: [www.fisherbroyles.com](http://www.fisherbroyles.com)

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

The Court will hold a Final Approval Hearing at 10:00 AM on December 3, 2021, at the Del Norte County Superior Court in Department 1, located at 450 H St, Crescent City, CA 95531. 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 wish to make an objection. 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.

**9. How do I get more information?**

You may call the Settlement Administrator at (888) 250-6810 or write to *Pillsbury v. T & T Restaurants CA, Inc.* - Settlement Administrator, c/o ILYM Group, Inc.; P.O. Box 2031 Tustin CA, 92781; or contact Class Counsel at 1-619-255-9047.

You may receive a copy of the Settlement, the Final Judgment or other settlement documents by writing to Zakay Law Group, APLC, 3990 Old Town Avenue, Suite C204, San Diego, CA 92110. You may also get more details by examining the documents in the court's file at the Clerk's Office located at 450 H St, Crescent City, CA 95531.

**PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.**

**IMPORTANT:**

- You must keep the Settlement Administrator aware 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 such event, the Settlement Administrator shall direct such unclaimed funds to Del Norte Habitat for Humanity. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.