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

JING DONG ZHANG, an individual
California resident on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

CA FAN TUAN INC., a California
Corporation; and DOES 1-10, inclusive,

Defendants.

Case No. CIVSB2026778

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

Date: October 4, 2022
Time: 10:00 a.m.

Judge: David Cohn
Dept.: S-26

1 I, Lluvia Islas declare as follows:

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

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
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 Class Action Settlement* both in English and Chinese (referred to as “Notice Packet”);
18 (b) receiving and processing requests for exclusion; (c) resolving Class and PAGA Members’
19 disputes over the number of Applicable Covered Deliveries Defendant has record of them working
20 during the Class and PAGA Period, which was pre-printed on their individualized Class Notice;
21 (d) calculating individual settlement award amounts; (e) processing and mailing settlement award
22 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
23 issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any
24 unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the
25 Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On May 5, 2022, ILYM Group received the Court-approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group subsequently prepared drafts of the formatted
28

1 Notice Packet (both English and Chinese versions), which were approved by the Parties' Counsel
2 prior to mailing.

3 5. On May 23, 2022, ILYM Group received the Class List from Counsel for
4 Defendant, which contained the name, delivery ID, social security number, last known mailing
5 address, and the total number of Applicable Covered Deliveries (number of deliveries minus
6 applicable individual settled deliveries) worked for each Class and PAGA Member. The Class List
7 was uploaded to our database and checked for duplicates and other possible discrepancies. The
8 Class List contained 1,351 individuals.

9 6. As part of the preparation for mailing, all 1,351 names and addresses contained in
10 the Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Class and PAGA Members before mailing of the Notice Packet. The
13 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
14 address was found in the NCOA database, the updated address was used for the mailing of the
15 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendant was used for the mailing of the Notice Packet.

17 7. On June 15, 2022, the Notice Packet was mailed, via U.S First Class Mail, to all
18 1,351 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
19 copy of the mailed Notice Packet.

20 8. As of the date of this declaration, 134 Notice Packets have been returned to our
21 office as undeliverable. Of the 134 returned Notice Packets, none included a returned with a
22 forwarding address. ILYM Group performed a computerized skip trace on the 134 returned Notice
23 Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose
24 of re-mailing the Notice Packet. As a result of this skip trace, 67 updated addresses were obtained
25 and the Notice Packet was promptly re-mailed to those Class Members, via U.S First Class Mail.

26 9. As of the date of this declaration, a total of 67 Notice Packets have been re-mailed.
27 Specifically, 67 have been re-mailed as a result of ILYM Group's skip tracing efforts.

28 10. As of the date of this declaration, a total of 67 Notice Packets have been deemed

undeliverable. Specifically, 67 have been deemed undeliverable as no updated address was found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received 5 requests for exclusion. The deadline to request exclusion from the Settlement was August 1, 2022.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was August 1, 2022.

13. As of the date of this declaration, ILYM Group will report a total of 1,346 Participating Class Members, representing 99.63% of the 1,351 Class Members.

14. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of Applicable Covered Deliveries (number of deliveries minus applicable individual settled deliveries) worked by Class Members during the Class Period. PAGA Members will receive a proportional share of the PAGA Settlement Amount, based on the number of deliveries worked by PAGA Members during the PAGA Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Class Counsel Expenses, the Class Representative Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

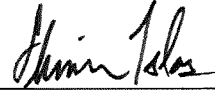
Gross Settlement Fund	\$725,000.00
Class Counsel Fees	\$253,750.00
Class Counsel Expenses	\$12,000.00
Enhancement Award	\$10,000.00
ILYM Group Fees	\$19,800.00
LWDA	\$18,750.00
PAGA Settlement Amount	\$6,250.00
Net Settlement Fund	\$404,450.00

To determine a Participating Class Members' individual settlement payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Covered Deliveries worked by each Participating Class Member during the Class

1 Period, to the total number of Applicable Covered Deliveries worked by all Class Members during
2 the Class Period. Based on these calculations, the Participating Class Members will receive an
3 estimated average gross payment of \$299.37, with the estimated highest gross payment being
4 \$7,327.62. The value per Covered Deliveries for the Class is \$0.48. Participating PAGA Members
5 will receive an estimated average gross payment of \$4.63.

6 15. ILYM Group's total fees and costs for services in connection with the administration
7 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
8 costs for completion of the settlement administration, are \$19,800.00. ILYM Group's work in
9 connection with this matter will continue with the calculation of the settlement award payments,
10 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
11 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
12 Group to perform.

13 I declare under penalty of perjury under the laws of the State of California and the United
14 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
15 was executed this 8th day of September 2022, at Tustin, California.

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18 _____
LLUVIA ISLAS
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EXHIBIT “A”

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

(A court authorized this notice. This is not a solicitation. This is not a lawsuit against you, and you are not being sued.)

Jing Dong Zhang v. CA Fan Tuan Inc., a California corporation, San Bernardino County Superior Court, Case No. CIV
SB 2026778

THIS NOTICE IS TO INFORM YOU OF A PROPOSED SETTLEMENT OF A CLASS ACTION AND A REPRESENTATIVE ACTION IN WHICH YOU MAY BE ENTITLED TO RECEIVE \$«Total_Amount». PLEASE REVIEW THIS NOTICE CAREFULLY, AS YOUR LEGAL RIGHTS COULD BE AFFECTED WHETHER YOU ACT OR NOT.

The San Bernardino County Superior Court of California (the “Court”) has preliminarily approved a proposed settlement (“Settlement”) that resolves the above-referenced action (the “Lawsuit”), which encompasses a class action and a representative action against Defendant CA Fan Tuan Inc. (“Defendant” or “Fan Tuan”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Settlement (“Notice”) carefully.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuit, the key terms of the Settlement, and your rights and options with respect to the Settlement.

THIS NOTICE IS NOT TO BE UNDERSTOOD OR VIEWED AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS ASSERTED BY PLAINTIFF OR DEFENSES ASSERTED BY FAN TUAN.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Did I Receive This Notice?

Fan Tuan's records indicate that you may be a Class Member and/or a PAGA Member, as defined below. As a Class Member and/or a PAGA Member, you may be entitled to share in the funds to be made available for the settlement of the Lawsuit.

Because the Settlement will affect Class Members and PAGA Members' legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Lawsuit, informs you of the key settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court grants final approval of the Settlement, the Settlement will fully resolve the Lawsuit and may impact your legal rights.

The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and Representative Action Settlement and Release ("Settlement Agreement"). You may obtain a copy of the Settlement Agreement from the neutral third-party appointed by the Court (the "Settlement Administrator") that will be responsible for administering the Settlement. Details about how to get additional information about the Settlement Agreement are provided at the end of this Notice.

2. What Is The Lawsuit About?

Plaintiff Jun Dong¹ contends that Fan Tuan misclassified her and other couriers in California as independent contractors instead of employees. As a result of this misclassification, Plaintiff contends that Fan Tuan violated several California laws that apply to employees, such as failure to pay all minimum and overtime wages, failure to provide meal periods and rest breaks, failed to reimburse business expenses (such as mileage, fuel, usage of personal vehicles, and personal cellular phone usage), and failed to provide wage statements.

Fan Tuan denies any wrongdoing and contends that it has properly classified you and other couriers as independent contractors. Fan Tuan also contends that it has complied with all of its contractual obligations to you and the other couriers.

The Court has not made any ruling about the merits of either Plaintiff's claims or Fan Tuan's defenses. The Court also has not made any ruling as to whether the Lawsuit is appropriate to proceed as a class action or a representative action. This Settlement is intended to resolve the Lawsuit in order to avoid the unnecessary legal expenses and business interruptions.

3. Am I A Class Member And/Or A PAGA Member?

You are a Class Member if you have used Fan Tuan's online platform to perform delivery services as a courier or a contractor in California at any time from July 1, 2019 through December 31, 2021 ("Class Period").

You are a PAGA Member if you have used Fan Tuan's online platform to perform delivery services as a courier or a contractor in California at any time from October 10, 2019 through December 31, 2021. ("PAGA Period").

If you are a PAGA Member, you are also a Class Member. However, you could be a Class Member but not a PAGA Member.

Based on Fan Tuan's records, you are a Class Member who performed a total number of «M__Class_Deliveries» deliveries during the Class Period. You are also a PAGA Member who performed a total number of «PAGA__Deliveries» deliveries during the PAGA Period.

If you wish to dispute the number of deliveries referenced above, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Jing Dong Zhang v. CA Fan Tuan Inc.*, Case No. CIV SB 2026778); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of deliveries have performed using Fan Tuan's mobile application; (e) include information and/or attach documentation demonstrating that the number of deliveries that you contend is correct; and (f) be returned to the Settlement Administrator at the address specified in Section 11 below, postmarked no later than August 1, 2022.

¹ On or about March 9, 2022, Jun Dong replaced Jing Dong Zhang as the plaintiff and class representative in this Lawsuit.

4. What Are The Financial Terms Under The Settlement?

In connection with this Settlement, Fan Tuan agrees to pay a maximum potential settlement amount of **Seven Hundred Twenty-Five Thousand Dollars** (\$725,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is inclusive of (1) any award by the Court to Plaintiff in recognition of his efforts and work in prosecuting the Lawsuit (“Class Representative Payment”); (2) the PAGA Fund in the amount of \$25,000, of which \$18,750 (75%) will be paid to the California Labor & Workforce Development Agency (the “LWDA”), and \$6,250 (25%) will be distributed to PAGA Members; (3) the settlement administration costs approved by the Court; (4) any award by the Court to Class Counsel for Attorneys’ Fees and Costs associated the litigation and resolution of the Lawsuit; and (5) the Net Settlement Amount.

The proposed Settlement was negotiated between the attorneys for Fan Tuan and the attorneys for Plaintiff, Class Members, and PAGA Members (“Class Counsel”). The attorneys for all of the parties in the Lawsuit believe that this Settlement is fair, reasonable, adequate, and in the best interests of Class Members and PAGA Members.

A. Individual Net Settlement Payment & Individual PAGA Settlement Payment

1. Distribution of Individual Net Settlement Payment

The Net Settlement Amount will be distributed to Class Members who do not submit a timely and valid request to be excluded under the following Settlement Formula:

Each Class Member is entitled to receive an Individual Net Settlement Payment, which is a pro rata portion of the Net Settlement Payment. The Individual Net Settlement Payment will be calculated by using the Class Member’s total number of Covered Deliveries performed during the Class Period divided by the total number of Covered Deliveries performed by all Class Members who do not submit a timely and valid request to be excluded, then multiplied by the Net Settlement Amount.

For the Individual Net Settlement Payment, 10% will be allocated as W-2 wage payments and 90% as nonwage payments.

2. Applicable Tax Withholding and Responsibilities for Taxes

In accordance with applicable tax laws, required tax withholdings will be taken from each Individual Net Settlement Payment for the portion allocated to W-2 income and remitted to the appropriate tax authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and W-2s to Class Members for their respective Individual Net Settlement Payments. Class Members shall be solely and legally responsible for paying all other applicable taxes on their respective Individual Net Settlement Payments and shall indemnify and hold harmless Fan Tuan from any claim or liability for taxes, penalties, or interest arising as a result of the Class Members’ failure to pay their share of any taxes.

3. Distribution of Individual PAGA Settlement Payment

In connection with the PAGA Fund, \$6,250 will be distributed to all of the PAGA Members under the following Settlement Formula:

The Individual PAGA Settlement Payment will be calculated by using a PAGA Member’s total Covered Deliveries performed during the PAGA Period divided by the total Covered Deliveries performed by all PAGA Members, then multiplied by \$6,250.

A Class Member who is also a PAGA Member will receive his or her Individual Net Settlement Payment and Individual PAGA Settlement Payment in a single check.

B. Attorneys’ Fees and Costs

Class Counsel will apply to the Court for an award of Attorneys’ Fees in an amount up to 35% of the Gross Settlement Fund and an award of Attorneys’ Costs in an amount up to \$12,000 that are associated with the litigation and resolution of the Lawsuit.

C. Class Representative Payment

Class Counsel will apply to the Court for a Class Representative Payment of up to \$10,000 for Plaintiff in recognition of her service as the Class Representative and for her general release of claims against Defendant and any Released Parties.

D. Settlement Administration Costs

Class Counsel will request that the Court approve Settlement Administration Costs of up to \$19,800.00, payable to the Settlement Administrator for administering the Settlement, including, but not limited to, printing, distributing, or tracking notices of settlement, providing any required tax forms, processing any required tax payments or reporting, and calculating and distributing Individual Net Settlement Payments and Individual PAGA Settlement Payments.

E. LWDA Payment

Class Counsel will request that the Court approve the allocation of \$25,000 out of the Gross Settlement Amount to PAGA penalties and approve the LWDA Payment of \$18,750 (or 75% of the PAGA penalties).

5. What Is My Estimated Settlement Payment?

While the precise amount of your share of the Individual Net Settlement Payment and/or Individual PAGA Settlement Payment are not known at this time, your estimated settlement payment is \$«Total_Amount».

6. What Do I Release Under The Settlement?

Released Class Claims. In exchange for your Individual Net Settlement Payment, you will release certain claims against Fan Tuan and/or any of its current and former parents, successors, predecessors, affiliates, subsidiaries and related entities, and any of their current or former officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, insurance carriers, representatives, or attorneys. (“Released Parties”).

Your release will include all claims, rights, demands, liabilities and causes of action against the Released Parties, whether known or unknown, that were raised or could have been raised based on the facts alleged in the Lawsuit during the Class Period. Such claims include, but are not limited to claims for intentional misclassification under California Labor Code section 226.8; claims for a failure to timely pay all wages under California Labor Code sections 201-204, 206, 206.5, 207, 209, 210, 215, 515, 1194, 1198, any of the IWC Wage Orders and California Code of Regulations, tit. 8 §11010; claims for failure to pay minimum wage under California Labor Code sections 1194, 1194.2, 1197.1, and 1199 as well as under any of the IWC Wage Orders and California Code of Regulations, tit. 8 §11090; claims for overtime and double-time premium wages under California Labor Code sections 510, 558, 1194, and 1198, and any Industrial Welfare Commission Wage Order; claims for failure to provide meal periods and rest breaks under California Labor Code sections 226.7, 512, 1198, any of the IWC Wage Orders and California Code of Regulations, tit. 8 §§11070, 11090; claims for unlawful deductions to wages and passing along the costs of doing business under California Labor Code sections 221-224, 400-410, 450-452, 1198, 2928, and any of the IWC Wage Orders; claims for failure to provide accurate itemized wage statements or maintain accurate payroll records under California Labor Code sections 226 and 1174; claims for waiting-time penalties under California Labor Code sections 201, 202, and 203; claims for reimbursement of expenses under California Labor Code section 2802; claims under the Investigative Consumer Reporting Agencies Act, tit. 1 §§ 1786 *et. seq.* and California Labor Code sections 432.5 and 432.7; claims under the Unfair Competition Law, Bus. & Prof. Code sections 16600, 17200-17208; claims for failure to compensate all engaged time under Bus. & Prof. Code sections 7448 *et seq* (Protect App-Based Drivers and Services Act); claims under California Labor Code, sections 1197; and any associated claim for damages, penalties, interest, restitution, declaratory relief, equitable or injunctive relief, attorneys’ fees, or costs. (“Released Class Claims”).

Released PAGA Claims. As part of the Settlement, PAGA Members will release the Released Parties for all claims asserted through California Labor Code §§ 2698, *et seq.*, that are mentioned in the the Released Class Claims during the PAGA Period (“Released PAGA Claims”).

7. What Are My Options?

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

Important Note: Your decision to participate or not participate in the class action will have no adverse effect on your existing service agreement or business relationship with Fan Tuan.

DO NOTHING	If you do nothing and the Court grants final approval of the Settlement, you will remain a Class Member and will receive your Individual Net Settlement Payment and/or Individual PAGA Settlement Payment, as described in Section 4 above. You will be bound by the Released Class Claims and/or Released PAGA Claims provisions of the Settlement Agreement, which are described in Section 5 above. As a Class Member, you will be represented by Class Counsel and will not be charged for the services of Class Counsel.
OPT OUT	If you do not want to participate in the Lawsuit as a Class Member, you may opt out of the class action, which will exclude you from the class action and class settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Net Settlement Payment, and you will not give up your right to sue the Released Parties, including Defendant, for any of the Released Class Claims as described in Section 5 above. However, you may still receive an Individual PAGA Settlement Payment and be bound by the Released PAGA Claims because a PAGA Member cannot opt out of the Settlement with respect to the PAGA representative action.
OBJECT	You may object to the proposed Settlement by submitting a timely and valid written objection to the Settlement Administrator. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From The Class Settlement” and “How Do I Object To The Class Settlement?”

Regardless of which option you choose, you must keep the Settlement Administrator advised of any change of address.

8. How Do I Opt Out Or Exclude Myself From The Class Action Settlement?

If you do not wish to participate in the class action, you can opt out and be excluded from the class action settlement by mailing to the Settlement Administrator (see Section 12 for address) a written request to be excluded, which must be faxed or postmarked no later than August 1, 2022. The written request must: (i) state your full name, address, telephone number and last four digits of your Social Security Number (ii) be signed by you; (iii) be returned to the Settlement Administrator before the above deadline; and (iv) clearly state that you do not wish to be included in the class action settlement.

The Court will exclude any Class Member who submits a timely and valid written request to be excluded.

PAGA Members will not have the opportunity to opt out of the PAGA representative action or object to the terms of Settlement regarding the PAGA representative action. PAGA Members will be bound by the Released PAGA claims and other terms of the Settlement concerning the PAGA representative action.

You are responsible for ensuring that the Settlement Administrator receives any written request to be excluded.

9. How Do I Object To The Class Action Settlement?

You can only object to the Settlement if you are a Class Member who does not opt out of the Settlement. You may object to the Settlement by mailing the Settlement Administration a written objection, which must be faxed or postmarked no later

than August 1, 2022. The written objection must contain: (i) your full name, signature, address, telephone number, and the last four digits of your Social Security Number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether you intend to appear at the Final Fairness Hearing. Class Members who submit a timely and valid written objection remain bound by the Settlement Agreement, including the applicable Released Class Claims provisions unless otherwise ordered by the Court.

If you do not comply with the procedures set forth above and the deadline for objections, you will lose any opportunity to have your objection considered by the Court or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the Settlement.

PLEASE NOTE: If you do not wish to be represented by Class Counsel, you may hire your own attorney at your own expense. Your attorney must send a Notice of Appearance to the Settlement Administrator at ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781, so that it is **postmarked** on or before August 1, 2022. You will be responsible for any attorneys' fees and costs charged by your attorney.

10. Who Are The Attorneys Representing The Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
BECERRA LAW FIRM Joseph R. Becerra 4014 Long Beach Blvd., Suite 300 Long Beach, California 90807 Telephone: (213) 452-0510 Facsimile: (213) 452-0514 GLEASON & FAVAROTE LLP Torey Joseph Favarote Jing Tong 4014 Long Beach Blvd., Suite 300 Long Beach, California 90807 Telephone: (213) 452-0510 Facsimile: (213) 452-0514	SEYFARTH SHAW LLP Eric M. Steinert Leo Q. Li Claire Y. Chang 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Telephone: (310) 277-7200 Facsimile: (310) 201-5219 560 Mission Street, 31st Floor San Francisco, California 94105 Telephone: (415) 397-2823 Facsimile: (415) 397-8549

The Court has decided that Becerra Law Firm and Gleason & Favarote LLP ("Class Counsel") are qualified to jointly represent you and all other Class Members and PAGA Members.

11. Final Fairness Hearing

The Court will hold a Final Fairness Hearing concerning the proposed Settlement on September 30, 2022 at 10:00 a.m., before Judge David Cohn, located at Dept. S-26, 247 West Third Street, San Bernardino, California 92415. You are not required to appear at this hearing. Any changes to the hearing date will be available on the website at <https://www.sb-court.org/>.

12. Where Can I Get Additional Information?

This Notice summarizes the Lawsuit, the Settlement, and related matters. For more information, you may contact the Settlement Administrator at the information listed below or Class Counsel.

Settlement Administrator:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

PLEASE DO NOT CALL THE COURT FOR INFORMATION REGARDING THE SETTLEMENT.

证据甲

集体诉讼和解通知

(法院授权本通知。此通知并非请求。这并非针对您的诉讼，您也不会被起诉。)

Jing Dong Zhang 诉加州公司 CA Fan Tuan Inc.，圣贝纳迪诺县高等法院，案件号 CIV SB 2026778

本通知旨在通知您一项集体诉讼和代表诉讼的拟议和解，您可能有权获得«Est_Settlement»。请仔细阅读本通知，因为无论您采取行动与否，您的合法权利都可能受到影响。

加利福尼亚州圣贝纳迪诺县高等法院(“法院”)已初步批准了解决上述诉讼(“诉讼”)的拟议和解(“和解”)，其中包括针对被告 CA Fan Tuan Inc. (“被告”或“Fan Tuan”)的集体诉讼和代表诉讼。由于您的权利可能受到本和解的影响，因此请务必仔细阅读本和解通知(“通知”)。

本通知旨在简要描述诉讼中所指控的索赔要求、和解的关键条款以及您在和解方面的权利和选择。

本通知不应被理解或视为法院就原告人所主张的任何索赔或 Fan Tuan 所主张的抗辩的案情作出的任何意见的表达。

本声明所包含的信息

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1.我为什么会收到此通知?

Fan Tuan 的记录表明,您可能是集体成员和/或 PAGA 成员,定义如下。作为集体成员和/或 PAGA 成员,您或有权分享用于本诉讼和解的资金。

由于和解将影响集体成员和 PAGA 成员的合法权利,法院下令将本通知发送给您。本通知简要介绍了该诉讼,告知您法院初步批准的关键和解条款,并告知您自身在和解方面的合法权利。如果法院最终批准和解,此和解将完全解除诉讼,并可能影响您的合法权利。

和解协议的条款在《集体诉讼和代表诉讼和解与豁免的联合规定》(“和解协议”)中做了详细规定。您可以从法院指定的中立第三方(“和解管理员”)那里获得和解协议的副本,该第三方将负责监管和解。有关如何获取关于和解协议的其他信息的详情,请参阅本通知末尾。

2.诉讼内容是什么?

原告 Jun Dong¹辩称, Fan Tuan 将她和其他加州的其他快递员不当地归类为独立承包商而不是雇员。由于这种错误分类,原告辩称, Fan Tuan 违反了适用于员工的几项加州法律,例如未能支付所有最低和加班工资,未能提供用餐时间和休息时间,未能报销业务费用(例如里程、燃料、个人车辆的使用和个人手机的使用),并且未能提供工资单。

Fan Tuan 否认有任何不当行为,并辩称已将您和其他快递员适当地归类为独立承包商。Fan Tuan 还辩称,其已遵守对您和其他快递公司的所有合同义务。

法院并无就原告人的索赔或 Fan Tuan 的抗辩的案情作出任何裁决。法院也未就诉讼是否适合作为集体诉讼或代表诉讼进行作出任何裁决。本和解协议旨在解除诉讼,以避免不必要的法律费用和业务中断。

3.我是集体成员和/或 PAGA 成员?

如果您在 2019 年 7 月 1 日至 2021 年 12 月 31 日期间(“集体期限”)的任何时段使用 Fan Tuan 的在线平台在加利福尼亚州作为快递员或承包商执行送货服务,则您即为集体成员。

如果您在 2019 年 10 月 10 日至 2021 年 12 月 31 日期间的任何时段使用 Fan Tuan 的在线平台在加利福尼亚州作为快递员或承包商执行送货服务,则您即为 PAGA 成员。(“PAGA 期限”)。

如果您是 PAGA 成员,您也是集体成员。然而,您可能是集体成员,而非 PAGA 成员。

根据 Fan Tuan 的记录,您是集体成员,在集体期限执行了«M__Class_Deliveries»交付总数。您也是 PAGA 成员,在 PAGA 期限执行了«PAGA__Deliveries»交付的总数。

如果您希望对上述交付数量提出异议,您必须以发送书面信函给和解管理员的方式来提交您的争议。该书面信函必须:

- (a) 包含诉讼案件名称和编号(Jing Dong Zhang 诉 CA Fan Tuan Inc., 案件编号 CIV SB 2026778);
- (b) 由您签名;
- (c) 包含您的全名、地址、电话号码和您的社会安全号码的四位尾数;
- (d) 明确声明您对使用 Fan Tuan 的移动应用程序执行的交付数量提出异议;
- (e) 包括信息和/或附加文件,证明您认为的交付数量是正确的;
- (f) 按下文第 11 节中指定的地址交还至和解管理员,邮戳不迟于 2022 年 8 月 1 日。

4.和解的财务条款是什么?

就本和解协议而言, Fan Tuan 同意支付最高潜在和解金额七十二万五千美元(\$ 725,000.00)(“总和解金额”)。总和解金额包括(1)法院为认可原告在提起诉讼方面的努力和工作而向原告作出的任何裁决(“集体代表付款”);(2) PAGA 资金金额为 25,000 美元,其中 18,750 美元(75%)将支付给加州劳工和劳动力发展局(“LWDA”), 6,250 美元(25%)将分配给 PAGA 成员;(3)法院批准的和解管理费用;(4)法院就与诉讼和解除诉讼有关的律师费和成本向集体法律顾问作出的任何裁决;(5)净和解金额。

拟议的和解协议由 Fan Tuan 的律师与原告、集体成员和 PAGA 成员的律师(“集体法律顾问”)协商达成。诉讼各方的律师都认为,本和解协议是公平、合理、充分的,并且符合集体成员和 PAGA 成员的最佳利益。

¹2022 年 3 月 9 日左右, Jun Dong 接替 Jing Dong Zhang 担任这场诉讼中的原告和集体代表。

A. 个人净和解支付及个人 PAGA 和解支付

1. 个人净和解支付的分配

净和解金额将以以下和解公式分配给未提交及时有效请求排除在外的集体成员：

每位集体成员均有权获得个人净和解付款，这是净和解付款的按比例分配部分。个人净和解付款的计算方法为：集体成员在集体期限执行的涵盖交付总数除以所有未提交及时有效请求以排除在外的集体成员的涵盖交付总数，然后乘以净和解金额。

对于个人净和解付款，10% 将作为 W-2 工资付款，90% 作为非工资付款。

2. 适用的预扣税款和税款责任

根据适用的税法，将从分配给 W-2 收入部分的每项个人净和解付款中扣除所需的预扣税款，并汇给相应的税务机关。和解管理员应根据各自的个人净和解付款向集体成员发放任何必要的 IRS 表格 1099 和 W-2。集体成员应全权且合法地负责支付其各自个人净和解付款的所有其他适用税款，并应赔偿 Fan Tuan 因集体成员未能支付其任何税款而引起的任何税款、罚款或利息的任何索赔或责任，并使其免受损害。

3. 个人 PAGA 和解付款的分配

关于 PACA 资金，将按照以下和解公式向所有 PACA 成员分配 6,250 美元：

个人 PAGA 和解付款将使用以下 PAGA 成员在 PAGA 期限执行的涵盖交付总额除以所有 PAGA 成员执行的涵盖交付总额，然后乘以 6,250 美元来计算。

兼为 PAGA 成员的集体成员将收到他或她的个人净和解付款和个人 PAGA 和解付款在同一张支票上。

B. 律师费 and 成本

集体法律顾问将向法院申请高达总和解资金 35% 的律师费裁决，以及与诉讼和诉讼解除相关的最高 12,000 美元的诉讼费裁决。

C. 集体代表付款

集体法律顾问将向法院申请向原告支付高达 10,000 美元的集体代表付款，以认可她作为集体代表的服务，并就她对被告和任何被豁免方的索赔进行一般豁免。

D. 和解管理费用

集体法律顾问将要求法院批准最高 19,800.00 美元的和解管理费用，支付给和解管理人以管理和解，包括但不限于打印、分发或追踪和解通知，提供任何所需的税单，处理任何所需的纳税或报告，以及计算和分发个人净和解付款和个人 PAGA 和解付款。

E. LWDA 付款

集体法律顾问将要求法院批准从总和解金额中拨款 25,000 美元用于 PAGA 罚款，并批准 LWDA 付款 18,750 美元（或 PAGA 罚款的 75%）。

5. 我的预计和解金额是多少？

虽然目前尚不清楚您在个人净和解付款和/或个人 PAGA 和解付款中所占份额的确切金额，但您的估计和解付款为 «Total_Amount»。

6. 根据和解协议，我会豁免什么权力？

已豁免的集体索赔。作为个人净和解付款的交换，您将会豁免向 Fan Tuan 和/或其任何现任和前任母公司、继任者、前任、关联公司、子公司和相关实体及其任何现任或前任高级职员、董事、成员、股东、经理、人力资源代表、员工、代理人、承包商、保险公司、代表或律师（“被豁免方”）提出索赔的某些权力。

您的豁免将包括针对被豁免方的所有索赔、权利、要求、责任和诉因，无论是已知的还是未知的，这些诉因是根据集体期限诉讼中指控的事实提出的或本可以提出的。此类索赔包括但不限于根据《加州劳工法》第 226.8 条对故意错误

分类的索赔；根据《加州劳工法典》第 201-204、206、206.5、207、209、210、215、515、1194、1198 条，以及 IWC 工资令和加州法规第八条第 11010 条就未能及时支付所有工资的索赔；根据《加州劳工法典》第 1194、1194.2、1197.1 和 1199 条，以及 IWC 工资令和加州法规第 8 条第 11090 条就未支付最低工资的索赔；根据《加州劳动法》第 510、558、1194 和 1198 条以及任何工业福利委员会工资令，要求加班费和双倍保费工资；根据《加州劳动法》第 226.7、512、1198 条、IWC 工资令和《加州法规》第 8 条第 8 条§§11070、11090，就未能提供用餐时间和休息时间而提出的索赔；根据《加州劳工法》第 221-224、400-410、450-452、1198、2928 条以及 IWC 工资令的任何条款，就非法扣除工资和转嫁经商成本的索赔；根据《加州劳工法》第 226 条和第 1174 条，就未能提供准确的明细工资报表或保持准确的工资单记录的索赔；根据《加州劳工法》第 201、202 和 203 条提出的等待时间处罚索赔；根据《加州劳工法》第 2802 条提出的费用报销要求；根据《消费者报告机构调查法》第 1 条第 1 款第 1786 条、以下各条以及《加州劳动法》第 432.5 和 432.7 节提出的索赔；根据《不正当竞争法》、《商业和职业法规》第 16600、17200-17208 节提出的索赔；根据《商业和职业法规》第 7448 条及以下各节（保护基于应用程序的司机和服务法）提出的索赔；根据《加州劳动法》第 1197 节提出的索赔；以及任何相关的损害赔偿要求、罚款、利息、赔偿、宣告性救济、衡平法或禁令救济、律师费或费用。（“已豁免的集体索赔”）。

已豁免 PAGA 索赔。作为和解协议的一部分，PAGA 成员将基于《加州劳工法典》§§ 2698 等条款豁免被豁免方于所有索赔主张，这些索赔在 PAGA 期限豁免集体索赔（“已豁免 PAGA 索赔”）中提及。

7. 我有哪些选择？

本通知旨在告知您拟议的和解和您的选择。每个选项都有其后果，在做出决定之前，您应该了解这些后果。下面总结了您对每个选项的权利，以及选择每个选项必须采取的步骤，并在本通知中进行了更详细的解释。

重要提示：您决定参与或不参与集体诉讼不会对您现有的服务协议或与 Fan Tuan 的业务关系产生不利影响。

不予行动	如果您不采取任何行动，并且法院授予对和解的最终批准，您将仍然是集体成员，并将收到您的个人净和解付款和/或个人 PAGA 和解付款，如上文第 4 节所述。您将受到和解协议的已豁免集体索赔和/或已豁免 PAGA 索赔条款的约束，这些条款如上文第 5 节所述。 作为集体成员，您将由集体法律顾问代理，并且不会因集体法律顾问的服务而付费。
退出	如果您不想以集体诉讼成员的身份参与诉讼，您可以选择退出集体诉讼，这将使您被排除在集体诉讼和集体和解之外。如果法院最终批准和解，您将不会收到个人净和解金，并且您不会放弃起诉被豁免方（包括被告）的权利，如上文第 5 节所述的任何被豁免集体索赔。 但是，您仍可能收到个人 PAGA 和解付款，并受已豁免 PAGA 索赔的约束，因为 PAGA 成员无法选择退出与 PAGA 代表诉讼相关的和解。
反对	您可以通过向和解管理员提交及时有效的书面异议来反对拟议的和解。如果您想反对，您不可选择退出此和解。

选择退出和反对的程序见下文标题为“我如何选择退出或将自己排除在集体和解之外”和“我如何反对集体和解？”的部分。

无论您选择哪个选项，您都必须告知和解管理员任何地址变更。

8. 我如何选择退出或将自己排除在集体诉讼和解之外？

如果您不希望参与集体诉讼，您可以选择退出并被排除在集体诉讼和解之外，方法是向和解管理员邮寄一份排除书面请求（地址请参阅第 12 条），该请求必须在 2022 年 8 月 1 日之前传真或加盖邮戳。书面请求必须：（i）注明您的全名、地址、电话号码和您的社会安全号码的四位尾数（ii）由您签名；（iii）在上述截止日期之前交还给和解管理员，以及（iv）明确声明您不希望被纳入集体诉讼和解。

法院将排除任何提交及时有效的书面请求的集体成员。

PAGA 成员将没有机会选择退出 PAGA 代表诉讼或反对有关 PAGA 代表诉讼的和解条款。PAGA 成员将受已豁免的 PAGA 索赔及和解协议中有关 PAGA 代表诉讼的其他条款的约束。

您有责任确保和解管理员收到任何被排除的书面请求。

9.我如何反对集体诉讼和解？

只有当您是集体成员，并且不选择退出和解时，您才能反对和解。您可通过向和解管理部门邮寄书面异议来反对和解，该书面异议必须在 2022 年 8 月 1 日之前传真或加盖邮戳。书面异议必须包含：（i）您的全名、签名、地址、电话号码以及您的社会安全号码的四位尾数；（ii）关于反对的所有理由的书面陈述，并附上对这种反对的任何法律支持；（iii）反对所依据的任何文件、简报或其他文件的副本；（iv）是否打算出席最终公平听证会的声明。提交及时有效书面异议的集体成员仍受和解协议的约束，包括适用的豁免集体索赔条款，除非法院另有命令。

如果您不遵守上述程序和提出异议的截止日期，您将失去任何机会，以让法院考虑您的异议，或者以其他方式对和解协议的批准提出异议，或对法院就和解协议提出的任何命令或判决提出上诉。

请注意：如果您不希望由集体法律顾问代理，您可以自费聘请自己的律师。您的律师必须向 ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 的和解管理员发送出庭通知，邮戳日期不迟于 2022 年 8 月 1 日。您将负责您的律师收取的任何律师费和成本。

10.谁是代表当事人的律师？

原告和集体律师	被告律师
Becerra Law Firm (贝塞拉律师事务所) 约瑟夫 R. 贝塞拉 4014 Long Beach Blvd., Suite 300 Long Beach, California 90807 电话：(213) 452-0510 传真：(213) 452-0514 Gleason & Favarote LLP (格里森-法瓦罗特律师事务所) 托里·法瓦罗特 童静 4014 Long Beach Blvd., Suite 300 Long Beach, California 90807 电话：(213) 452-0510 传真：(213) 452-0514	SEYFARTH SHAW LLP (赛法思·肖律师事务所) 埃里克·M·斯坦纳特 利奥·李 克莱尔·常 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 电话：(310) 277-7200 传真：(310) 201-5219 560 Mission Street, 31st Floor San Francisco, California 94105 电话：(415) 397-2823 传真：(415) 397-8549

法院裁定，贝塞拉律师事务所和格里森-法瓦罗特律师事务所（“集体法律顾问”）有资格共同代表您以及所有其他集体成员和 PAGA 成员。

11.最终公平听证会

法院将于 2022 年 9 月 30 日上午 10:00 在 David Cohn 法官面前就拟议的和解协议举行最终公平听证会，听证会址为加利福尼亚州圣贝纳迪诺市西三街 247 号 S-26 部门，邮编：92415。您无需出席这次听证会。听证会日期的任何更改都将在 <https://www.sb-court.org/> 网站上提供。

12.我在哪里可以获得更多信息？

本通知对诉讼、和解及相关事项进行了总结。欲了解更多信息，您可基于以下信息联系和解管理员或集体法律顾问。

和解管理员：
ILYM Group, Inc.
(伊林集团公司)
P.O. Box 2031(邮政信箱2031)
Tustin, CA 92781(塔斯廷, 加州 92781)

请勿致电法院了解有关和解的信息。

PROOF OF SERVICE

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 4014 Long Beach Blvd., Suite 300, Long Beach, CA 90807.

On September 9, 2022, I served a copy(ies) of the following document(s):

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

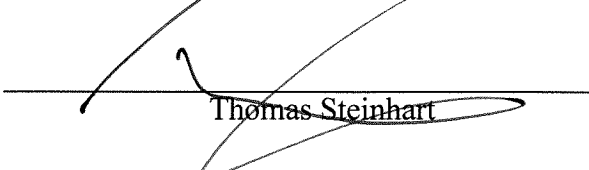
on the parties to this action as follows:

Attorney	Party(ies) Served	Method of Service
Eric M. Steinert Claire Y. Chang SEYFARTH SHAW LLP 560 Mission Street, 31st Floor San Francisco, California 94105 Telephone: (415) 397-2823 Facsimile: (415) 397-8549 esteinert@seyfarth.com cchang@seyfarth.com	Attorneys for Defendant CA FAN TUAN INC.	By email per agreement in lieu of personal service
Leo Q. Li SEYFARTH SHAW LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Telephone: (310) 277-7200 Facsimile: (310) 201-5219 lli@seyfarth.com	Attorneys for Defendant CA FAN TUAN INC.	By email per agreement in lieu of personal service
Natalie Palugyai Acting Secretary California Labor & Workforce Development Agency 800 Capital Mall, MIC-55 Sacramento, CA 95814	California Labor & Workforce Development Agency	By Electronic Submission

☒ [BY ELECTRONIC TRANSMISSION] I caused said document to be sent by electronic transmission to the e-mail address indicated for the party(ies) listed above.

☒ [BY ELECTRONIC SUBMISSION] I hereby certify that the above-referenced document(s) were electronically submitted to the California Labor & Workforce Development Agency through the LWDA Online Filing Site located at:
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on September 9, 2022, at Long Beach, California.


Thomas Steinhart