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Attorneys for Plaintiff and the putative classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

TANEA MALDONADO, on behalf of herself and
all others similarly situated,
Plaintiffs,

vs.

FIRST MAINSAIL, INC. dba PRIMAVERA
RISTORANTE, a California Corporation;
JEANNETTE STAVROS; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 37-2020-00023369-CU-OE-CTL

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

Date: July 1, 2022
Time: 8:30 a.m.

Judge: Ronald Frazier
Dept.: C-65

1 I, Nicole Bench 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 *Maldonado v.*
6 *First Mainsail, Inc., dba Primavera Ristorante and Jeannette Stavros* matter. I am authorized to
7 make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the
8 facts herein, and, if called 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 Proposed Class and Representative Action Settlement and Final Approval Hearing,*
18 *Class Member Information Sheet, Request For Exclusion Form and Objection Form* (referred to
19 as “Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving Settlement
20 Class Members’ disputes over the number of workweeks Defendants have record of them working
21 during the Class Period, which was pre-printed on their individualized Class Member Information
22 Sheet; (d) calculating individual settlement award amounts; (e) processing and mailing settlement
23 award checks; (f) handling tax withholdings as required by the Settlement and the law; (g)
24 preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
26 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

27 4. On January 28, 2022, ILYM Group received the class data file from Counsel for
28 Defendants, which contained the name, social security number, last known mailing address,

1 employment dates and the total number of applicable workweeks worked for each Settlement Class
2 Member. The data file was uploaded to our database and checked for duplicates and other possible
3 discrepancies. The Class List contained 71 individuals.

4 5. On February 1, 2022, ILYM Group received the Court approved text for the Notice
5 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
6 which was approved by the Parties' Counsel prior to mailing.

7 6. As part of the preparation for mailing, all 71 names and addresses contained in the
8 Class List were then processed against the National Change of Address ("NCOA") database,
9 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
10 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
11 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
12 address was found in the NCOA database, the updated address was used for the mailing of the
13 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
14 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

15 7. On February 11, 2022, the Notice Packet was mailed, via U.S First Class Mail, to
16 all 71 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
17 copy of the mailed Notice Packet.

18 8. As of the date of this declaration, 23 Notice Packets have been returned to our office
19 as undeliverable. Of the 23 returned Notice Packets, none included a returned with a forwarding
20 address. ILYM Group performed a computerized skip trace on the 23 returned Notice Packets that
21 did not have a forwarding address, in an effort to obtain an updated address for purpose of re-
22 mailing the Notice Packet. As a result of this skip trace, 10 updated addresses were obtained and
23 the Notice Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class
24 Mail.

25 9. As of the date of this declaration, a total of 10 Notice Packets have been re-mailed.
26 Specifically, 10 have been re-mailed as a result of ILYM Group's skip tracing efforts.

27 10. As of the date of this declaration, a total of 13 Notice Packets have been deemed
28 undeliverable. Specifically, 13 have been deemed undeliverable as no updated address was found

1 notwithstanding the skip tracing.

2 11. As of the date of this declaration, ILYM Group has not received any requests for
3 exclusion. The deadline to request exclusion from the Settlement was April 12, 2022.

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

6 13. As of the date of this declaration, ILYM Group will report a total of 71 Participating
7 Class Members, representing 100% of the 71 Settlement Class Members.

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

14	Gross Settlement Fund	\$70,000.00
15	Attorney Fees	\$23,331.00
16	Attorney Costs	\$1,917.07
17	Service Award	\$5,000.00
18	ILYM Group Fees	\$5,000.00
19	LWDA	\$3,750.00
20	Net Settlement Fund	\$31,001.93
21	Class Allocation	\$29,751.93
22	PAGA Allocation to Aggrieved Employees	\$1,250.00

23 To determine a Participating Class Member's individual settlement award payment, the class
24 allocation shall be divided among all Class Members, based on the Class Member's Applicable
25 number of Workweeks worked during the Class Period. This results into the Workweek Value and
26 is then multiplied by the number of Class Workweeks worked by each Class Member. Based on
27 these calculations, the Participating Class Member's will receive an estimated average gross
28 payment of \$419.04, with the estimated highest gross payment being \$1,279.72.

1 To determine the applicable PAGA Aggrieved Employee's individual settlement award payment,
2 the PAGA distribution shall be divided among all Aggrieved Employees on a pro rata basis, based
3 on the ratio of the Applicable Pay Periods worked by each Aggrieved Employee during the PAGA
4 Period, to the total number of Applicable Pay Periods worked by all Aggrieved Employee's during
5 the PAGA period. Based on these calculations, the Aggrieved Employee's will receive an estimated
6 average net payment of \$35.11, with the estimated highest net payment being \$62.67.

7 15. ILYM Group's total fees and costs for services in connection with the administration
8 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
9 costs for completion of the settlement administration, are \$5,000.00. ILYM Group's work in
10 connection with this matter will continue with the calculation of the settlement award payments,
11 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
12 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
13 Group to perform.

14 I declare under penalty of perjury under the laws of the State of California and the United
15 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
16 was executed this 3rd day of June 2022, at Tustin, California.

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20 Nicole Bench
NICOLE BENCH
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EXHIBIT “A”

SAN DIEGO COUNTY SUPERIOR COURT, STATE OF CALIFORNIA
Tanea Maldonado, on behalf of herself and all others similarly situated v.
First Mainsail, Inc. dba Primavera Ristorante and Jeannette Stavros
Case No. 37-2020-00023369-CU-OE-CTL

**NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

This is a court authorized this notice. This is not a solicitation.

This is not a lawsuit against you, and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

TO: All former California hourly nonexempt employees employed by Defendant First Mainsail, Inc. and who worked at least one (1) pay period at any time from July 7, 2016 to March 16, 2020 ("Class Members").

You are receiving this notice as a result of a lawsuit brought as a putative class and representative action commenced on July 7, 2020, by Tanea Maldonado ("Plaintiff"), against First Mainsail, Inc. dba Primavera Ristorante and Jeannette Stavros ("Defendants"). The case is currently pending in the San Diego County Superior Court, Case No. 37-2020-00023369-CU-OE-CTL (the "Action"). Based on information in Defendant First Mainsail, Inc.'s records, you may be a Class Member whose legal rights will be affected by this proposed Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. *Why Have I Received This Notice?*

Defendant's records indicate that you previously worked for Defendant as an hourly non-exempt employee in California. The settlement will resolve all Class Members' claims described below during the Class Period, which covers July 7, 2016 through March 16, 2020.

A Preliminary Approval Hearing was held on January 14, 2022, in the San Diego County Superior Court, California. The Court conditionally certified the Class for settlement purposes only and ordered that you be sent this Notice.

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement ("Stipulation of Settlement and Release" or "Settlement Agreement") available at the website related to this Action, located at www.ilymgroupclassaction.com (the "Website"), by contacting class counsel for Plaintiffs, whose contact information is located below at paragraph 5, by accessing the Court docket in this case through the Court's website <https://www.sdcourt.ca.gov>, or by visiting the office of the Clerk of the Court for San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101. Any terms used in this Notice will have the same meaning as set forth in the Stipulation of Settlement and Release.

The Court will hold a Final Approval Hearing to determine whether the proposed Settlement is fair, reasonable and adequate on July 1, 2022, at 8:30 a.m., in Department C-65 of San Diego Superior Court, located at 330 W. Broadway, San Diego, CA 92020. If you wish to be heard at the Final Approval Hearing, you must submit a timely and valid objection to the settlement as set forth in Section 8 below or appear at the hearing to state your objection.

This date may change without further notice to the Class Members. You are advised to confirm the hearing date remains as scheduled, by checking the Website, located at www.ilymgroupclassaction.com, or the Court's website at www.sdcourt.ca.gov, by clicking on "civil" then "view a case file," then entering "37-2020-23369" as the case number.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

2. *What Is This Action About?*

This putative class and representative Action involves claims against Defendants for alleged violations of wage and hour laws brought by Named Plaintiff Tanea Maldonado, on behalf of herself and all other Class Members. Named Plaintiff alleged that Defendants failed to pay minimum wages, failed to pay wages at the agreed rate, failed to provide meal and rest periods, failed to pay overtime, failed to pay wages upon termination, failed to provide accurate wage statements, violated the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) and seeks to recover penalties under the Private Attorneys General Act ("PAGA") (Cal. Lab. Code § 2698 *et seq.*).

Defendants deny all factual and legal allegations made by Named Plaintiff, individually and on behalf of Class Members, in the Action and denies liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Action and asserts that its pay practices at all times complied with the law.

3. *Am I A Class Member?*

You may be Class Member if you are a former nonexempt hourly employee who was employed by Defendant First Mainsail, Inc. in California at any time from July 7, 2016, to March 16, 2020 ("Class Members").

4. *How Does This Class Action Settlement Work?*

In this Action, Named Plaintiff sued on behalf of herself and other employees of Defendants who worked at any time during the Class Period for Defendant First Mainsail, Inc. Nonexempt hourly employees of First Mainsail, Inc. who worked in California at any time from July 7, 2016, to March 16, 2020 comprise a "Class" and members of that Class are "Class Members." As discussed in Section 9 below, the proposed settlement of this Action resolves the claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

The Court did not decide in favor of Plaintiffs or Defendants and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action. **Instead, both sides voluntarily agreed to resolve the Action with no decision or admission of who is right or wrong** and the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. As part of the settlement, Plaintiffs and Defendants agreed to conditionally

certify the Class with respect to all of the claims Plaintiffs alleged against Defendants as a class and representative action, for settlement purposes only and to ask the Court to approve the settlement. By agreeing to resolve the Action, all parties avoid the risks and cost of a trial. The Settlement is the result of good faith negotiations between Named Plaintiff and Defendants, through their respective attorneys. Named Plaintiff and the attorneys believe the settlement is fair and reasonable.

Defendants expressly deny the allegations of wrongdoing and violations of law alleged by Named Plaintiff and the Class and further denies any liability whatsoever to Named Plaintiff or to the Class. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the lawsuit or that the lawsuit can or should proceed as a class action or PAGA action. Defendants are settling the Action as a compromise of these claims.

The Court file has the settlement documents which explain the settlement in greater detail. The Court must review the terms of the settlement and determine if it is fair and reasonable to the Class Members.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs:

RIST LAW OFFICE

Thomas A. Rist
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San Diego, CA 92020
(619) 840-2506
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NAKASE LAW FIRM, INC.

Brad Nakase
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Attorneys for Defendants:

SCHOR VOGELZANG & CHUNG, LLP

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San Diego, CA 92101
(619) 906-2400
julie@svclegal.com

The Court has decided that Rist Law Office, LC and Nakase Law Firm, Inc. are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Plaintiffs' Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own expense.

6. *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: *Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** To receive a Settlement Award check, you do not have to do anything. If you do not expressly request to be excluded, i.e., "Opt Out," from the settlement, you will be a Settlement Class Member and will receive your share of the settlement monies. The amount you receive ("Settlement Award") will be based upon your total pay periods/workweeks employed by Defendant First Mainsail, Inc. By not requesting to exclude yourself from the settlement, in addition to being able to receive your share of the settlement monies, you will release the Released Claims against the Released Parties as set forth in Section 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may "Opt Out," which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not

receive a Settlement Award, except for your share of PAGA penalties, and you will not give up the right to sue Defendants for the Released Claims, except for the released PAGA claims.

- **OBJECT:** If you are a Settlement Class Member (meaning you did not Opt Out of the Settlement), you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object. If you would like to object, you must 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 This Settlement?" and "How Do I Object To The Settlement?"

7. How Do I Opt Out or Exclude Myself From This Settlement?

If you want to exclude yourself from this settlement, except for your share of the PAGA penalties and the release of PAGA claims, you must sign and mail a written Request for Exclusion that was included with this Notice to the Settlement Administrator within 60 calendar days from the date of the mailing of this Notice. The written request must: (a) state the name of the Action, (b) state your name (and former names, if any), address, telephone number, and the last four (4) digits of your Social Security Number; (c) state that "I wish to be excluded from the Settlement of this case, Tanea Maldonado v. First Mainsail, Inc. *et al.*, Case No. 37-2020-00023369-CU-OE-CTL. I understand that by requesting to be excluded from the Settlement, I will receive no money from the class portion of the Settlement."; (d) be addressed to the Settlement Administrator at ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781; (e) be signed by you; and (f) be postmarked no later than April 12, 2022.

If you submit a valid and timely Request for Exclusion in compliance with the procedure above, you will no longer be a member of the Class, and you will not receive a class portion of the Settlement Award. By opting out of the Class, you will retain whatever rights or claims you may have against Defendants for the Released Claims as defined in Section No. 9 below, except you will be legally bound by the release of Release Claims that arise under the PAGA, and any monies to which you would have been entitled under the Settlement will be distributed to the rest of the participating Class Members proportionately.

The Final Judgment entered following final approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the class action settlement. Class Members who fail to submit a valid and timely request for exclusion on or before April 12, 2022 will be bound by all terms of the Settlement and any final disposition entered if the Settlement is approved by the Court. If more than 5% Class Members request exclusion, Defendants have the option to void the entire Settlement.

8. How Do I Object To The Settlement?

If you are a Settlement Class Member (meaning you did not opt out of the Settlement), you may object to the Settlement in writing. If you object to the Settlement according to the procedure below, you may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number, (b) be mailed to the Settlement Administrator at ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, and (c) be postmarked on or before April 12, 2022.

In addition, your objection should (a) state your full name, address, and telephone number; (b) include the words "Notice of Objection" or "Formal Objection"; (c) describe the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the fairness hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the hearing. It should also be signed by you and clearly state the basis for your objection.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator, and postmarked on or before April 12, 2022. Late objections will not be considered. An objection form has been included with this Notice for you to use.

If the Court rejects the objection, you will automatically receive a Settlement Award and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not request to be excluded from the Settlement will be bound by the Court's Final Judgment and will release Defendants and their past, present, and/or future parent corporations, subsidiaries, divisions, and affiliates, related companies, successors and assigns and each of their respective past, present and future officers, directors, employees, partners, shareholders, operators, principals, owners, heirs, representatives, accountants, auditors, consultants, benefit plans, insurers and reinsurers, representatives, attorneys, and agents (the "Released Parties") from the Released Claims. These Released Claims are as follows:

A. Released Claims.

"Released Claims" means all claims stated in the First Amended Complaint and all claims, rights, demands, liabilities, and causes of action of any nature or description arising from the facts alleged in the First Amended Complaint in the Action, or as reasonably could have been pleaded based on the factual allegations pleaded in the First Amended Complaint in the Action that accrued during the Class Period. These claims include but are not necessarily limited to, 1) Failure to Pay Minimum Wages (Cal. Labor Code 1194); 2) Failure to Pay Wages at the Agreed Upon Rate (Cal Labor Code § 223); 3) Failure to Provide Meal Breaks (Cal. Labor Code §§226.7 and 512, and IWC Wage Order No. 5, §11); 4) Failure to Provide Rest Breaks (Cal. Labor Code §§226.7 and 516, and IWC Wage Order No. 5, §12); 5) Failure to Pay Overtime (Cal. Labor Code § 1194 and IWC Wage Order No. 5); 6) Failure to Pay Compensation at Time of Termination (Cal Lab. Code §§ 201-203; 7) Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §226(a) and IWC Wage Order No. 5, §7); 8) Unfair and Unlawful Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*); 9) Civil Penalties under PAGA (Cal. Lab. Code §2698 *et seq.*) 10) any penalties, liquidated damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest, attorneys' fees, or litigation costs derived from the above alleged claims. Notwithstanding the above, the release excludes any claims not specifically alleged in the First Amended Complaint. The Released Claims include a release of any federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA") claims that could be asserted based on the facts alleged in the First Amended Complaint in the Action. The Parties acknowledge that under this release, the right of the LWDA to investigate the released PAGA claims is not released, but Released Claims do include any claims for penalties by a Settlement Class Member as a result of any such LWDA investigation.

This release of these claims pertains to the Class Period.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Claims arising under PAGA with respect to all of the Released Parties irrespective of whether the Class Member submits a request for exclusion.

10. How Much Can I Expect to Receive From This Settlement?

Defendants will pay, subject to Court approval, a Gross Settlement Amount of \$70,000 to cover: (1) the Settlement Award to all Settlement Class Members; (2) the Service Award to Named Plaintiff Tanea Maldonado in an amount up to \$5,000.00 for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (3) the Settlement Administration Costs to the Settlement Administrator, ILYM Group, in an amount up to \$5,000.00; (4) Attorneys' Fees and costs in an amount up to \$28,331 for Plaintiff's attorneys' fees, costs and expenses; (6) an allocation of \$5,000 for resolution of Plaintiff's claim for penalties under PAGA, \$3,750 of which will be paid to the Labor Workforce and Development Agency ("LWDA").

After deducting items 2-6 above, the remaining sum, estimated at \$27,919, ("Net Settlement Fund"), shall be distributed to all Settlement Class Members in the following manner:

The Settlement Administrator shall calculate the total number of workweeks worked by all Class Members for First Mainsail, Inc. in the Class Period. The Settlement Administrator will then divide \$27,919 by the total number of workweeks, resulting in a Per Workweek Value. The Settlement Administrator will then take the Per Workweek Value and multiply it by the number of workweeks worked by each Settlement Class Member. Your share of the PAGA penalties will be calculated pro rata based on the number of pay periods that you worked between July 7, 2019, and March 16, 2020 (the "PAGA Period"). Partial workweeks and pay periods will be rounded up to the closest whole number. The Settlement Award will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. If you opt out of the class claims portion of the Settlement, then your share of PAGA penalties will be apportioned 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported

on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099. The number of weeks you worked as an employee of Defendant First Mainsail, Inc. during the Class Period and the estimated aggregate amount you may expect to receive are shown in the enclosed Class Member Information Sheet.

It is strongly recommended that, upon receipt of your Settlement Award check, you immediately cash it or cash it before the 180-day void date shown on each check. All uncashed checks will be remitted to the Department of Industrial Relations where you can claim your money if the check remains uncashed.

If you believe the number of workweeks you worked as an employee during the Class Period is wrong, you must submit an explanation in writing describing why you believe the information is wrong, along with any supporting information and/or documentation. Your challenge, together with any supporting documentation, must be signed by you and delivered to the Settlement Administrator postmarked on or before April 12, 2022. Late information will not be considered.

11. How Will the Attorneys for the Settlement Class and the Named Plaintiff Be Paid?

The attorneys for the Named Plaintiff and the Settlement Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed \$28,331 in attorney fees, litigation costs and expenses.

The Named Plaintiff, Tanea Maldonado, will also be paid, subject to Court approval, an amount not to exceed \$5,000.00, as a Service Award for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims. The Service Award is in addition to any Settlement Award she will receive.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact any of the attorneys listed above, or the Settlement Administrator at the telephone number below, toll free. Please refer to the Maldonado v. First Mainsail Class Action Settlement. For more information, you can visit the website, located at www.ilymgrouppclassaction.com. This website contains links to important documents in this case, including this Notice, the Settlement Agreement, and any motions for Preliminary Approval and attorneys' fees filed in this Action.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may refer to the documents posted on the website or the underlying documents and papers on file with the Court at the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101.

12. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

IF YOU WANT TO RECEIVE A SHARE OF THE SETTLEMENT OF THE *MALDONADO V. FIRST MAINSAIL, INC. ET AL.* CLASS ACTION, REVIEW THE INFORMATION BELOW TO CONFIRM YOUR CONTACT INFORMATION IS CORRECT.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET: YOU AUTOMATICALLY WILL RECEIVE YOUR SETTLEMENT AWARD UNLESS YOU SUBMIT AN ELECTION NOT TO PARTICIPATE.

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION, DATE AND SIGN THIS FORM (AT THE BOTTOM OF THE PAGE), AND MAIL IT, POSTMARKED NO LATER THAN APRIL 12, 2022, TO:

Maldonado v. First Mainsail, Inc. et al.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, Ca 92781

INFORMATION FOR SETTLEMENT CLASS MEMBER RECEIVING THIS NOTICE

1. Your name: <<Full Name>>
2. Your mailing address: <<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip>>
3. Total workweeks employed between July 7, 2016 and March 16, 2020: <<TotalWorkweeks>>
4. Your estimated settlement award: \$<<EstAmount>>

If any of the information shown above is not correct, please so indicate below:

Corrected Information	
1. Your corrected name:	
2: Your corrected mailing address:	
3: Last four digits of your Social Security number (you are not required to provide your entire Social Security Number)	
4. Corrected total workweeks employed	

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: _____, 2022 Signature: _____

IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOUR RECEIPT OF YOUR SETTLEMENT SHARE.

REQUEST FOR EXCLUSION FROM THE SETTLEMENT

Tanea Maldonado v. First Mainsail, Inc., et al.
San Diego County Superior Court, Case No. 37-2020-00023369-CU-OE-CTL

**IF YOU COMPLETE THIS FORM YOU WILL NOT RECEIVE YOUR SHARE OF CLASS SETTLEMENT
BENEFITS UNDER THE SETTLEMENT**

DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT

***TO BE EXCLUDED FROM THE SETTLEMENT, THIS REQUEST FOR EXCLUSION FORM MUST BE SIGNED AND MAILED TO
THE SETTLEMENT ADMINISTRATOR VIA U.S. MAIL POSTMARKED ON OR BEFORE APRIL 12, 2022***

INSTRUCTIONS

If you do not want to participate in this lawsuit and Settlement, you may “opt out” of the Settlement. If you opt out of this lawsuit and the Settlement, (a) you will have no right to receive any class action settlement benefit under the Settlement in this case; (b) you will not be bound by the terms of the Settlement; and (c) you will have no right to object to the Settlement and be heard at the Final Approval hearing.

If you were employed between July 7, 2019, and March 16, 2020 you will still receive your share of penalties arising under the California Private Attorneys General Act of 2004 (“PAGA”) claim because the opt-out provision does not apply to this claim. However, you will not receive your share of the settlement for the class claims.

To opt out, you must fill out all information in the section below, sign, and return this Request for Exclusion Form to the Settlement Administrator at the address below. To be timely, your Request for Exclusion Form must be postmarked **on or before April 12, 2022.**

Maldonado v. First Mainsail, Inc. et al.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, Ca 92781

OPT OUT SIGNATURE

By signing this Request for Exclusion Form, I wish and hereby exclude myself from the class settlement reached in the matter of *Tanea Maldonado v. First Mainsail, Inc., et al.* By signing this Request for Exclusion Form, I understand that I will not receive money from the class portion of the settlement and cannot object to the Settlement or to be heard at the Final Approval hearing.

Signed: _____ Dated: _____

Print Name: _____

Address: _____

Home Telephone Number: _____

Last 4 Digits of Social Security Number: _____

OBJECTION FORM

Tanea Maldonado v. First Mainsail, Inc., et al.

San Diego County Superior Court, Case No. 37-2020-00023369-CU-OE-CTL

INSTRUCTIONS: If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form to the Settlement Administrator at the address listed below. Please state each reason for your objection and any legal support for your objection. You must sign and complete this form accurately and in its entirety. You must mail this form to the Settlement Administrator at the address below so that it is postmarked on or before April 12, 2022.

Maldonado v. First Mainsail, Inc. et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. Even if you submit an objection, you will (1) be bound by the terms of the Settlement, including the release of Released Claims, unless the Court does not approve the Settlement; and (2) receive your share of the penalties allocated to you based on the settlement of the California Private Attorneys General Act of 2004 ("PAGA") claim in the Action, as approved by the Court. You cannot object to the Settlement if you request exclusion from the Settlement. You may come to the Final Fairness Hearing and be heard even if you do not complete this form.

1. CONTACT INFORMATION

First and Last Name: _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last 4 Digits of Social Security Number: _____

2. REASON FOR OBJECTION

Please state each reason you do not like the Settlement and any legal support for your objection:

Signed: _____

Dated: _____

Print Name: _____

Maldonado v. First Mainsail, Inc., et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Postage Will
Be Placed Here
Prior To
Mailing

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address>>

<< City>>, <<State>> <<Zip Code>>