

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ANDREW ZUNIGA AND VIVIAN
VELASQUEZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

v.

DESERT AIDS PROJECT, a California
Corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No.: RIC2003219
*[Assigned to Hon. Judge Harold Hopp,
Dept 1, for all purposes]*

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

Complaint filed: August 18, 2020

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

26 4. On April 26, 2023, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On May 8, 2023, 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 426 individuals.

6 6. As part of the preparation for mailing, all 426 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 May 24, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
15 426 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, 28 Notice Packets have been returned to our office
18 as undeliverable. ILYM Group performed a computerized skip trace on the 28 returned Notice
19 Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose
20 of re-mailing the Notice Packet. As a result of this skip trace, 16 updated addresses were obtained
21 and the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S First
22 Class Mail.

23 9. As of the date of this declaration, a total of 16 Notice Packets have been re-mailed.
24 Specifically, 16 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 12 Notice Packets have been deemed
26 undeliverable. Specifically, 12 have been deemed undeliverable as no updated address was found
27 notwithstanding the skip tracing.

28 ///

11. As of the date of this declaration, ILYM Group has received 3 requests for exclusion. The deadline to request exclusion from the Settlement was July 8, 2023. Attached hereto, as **Exhibit B**, is a true and correct copy of the requests for exclusion.

12. As of the date of this declaration, ILYM Group has received no objections to the Settlement. The deadline to file an objection to the Settlement was July 8, 2023.

13. As of the date of this declaration, ILYM Group will report a total of 423 Participating Claimants, representing 99.30% of the 426 Settlement Class Members.

14. Participating Claimants will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Attorney Fees, Attorney Costs/Expenses, the Class Representative Enhancement Awards, Claims Administration Fees to ILYM Group, and the LWDA payment, Aggrieved Employees e.g.,

Gross Settlement Fund	\$ 400,000.00
Attorney Fees	\$ 133,333.33
Attorney Costs/Expenses	\$ 11,613.42
Enhancement Award - Andrew Zuniga	\$ 10,000.00
Enhancement Award - Vivian Velasquez	\$ 10,000.00
ILYM Group Fees	\$ 8,895.00
LWDA Payment	\$ 30,000.00
Aggrieved Employees	\$ 10,000.00
Net Settlement Fund (estimated)	\$ 186,158.25

To determine a Participating Claimant's individual settlement award payment, compensable workweeks will be all Weeks Worked by the Settlement Class Members during the Class Period. The dollars per compensable work week will be calculated by dividing the total Weeks Worked by Settlement Class Members into the Net Settlement Amount to determine a per work week value ("Workweek Value"). The Workweek Value will be multiplied by the number of Weeks Worked by a Participating Class Member during the Class Period to determine the distribution for a

1 Participating Class Member. Based on these calculations, the 423 Participating Class Members will
2 receive an estimated average gross payment of \$436.99. The estimated highest gross payment is
3 \$4,595.99 and the lowest estimated payment is \$3.18. The Participating Class Members
4 collectively worked a total of 58,529 Workweeks during the Class Period. Each Workweek is
5 valued at approximately \$3.18.

6 15. Additionally, \$40,000 of the Gross Settlement Amount has been allocated toward
7 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$30,000,
8 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$10,000,
9 of which shall be paid to all Aggrieved Employees. There are 293 Aggrieved Employees who
10 worked a total of 21,098 workweeks during the PAGA Period. The average Individual PAGA
11 Payment to be paid is approximately \$23.47.

12 16. ILYM Group's total fees and costs for services in connection with the administration
13 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
14 costs for completion of the settlement administration, are a flat fee total of \$8,895.00. ILYM
15 Group's work in connection with this matter will continue with the calculation of the settlement
16 award payments, issuance and mailing of the settlement award checks, the necessary tax filing and
17 reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court
18 orders ILYM Group to perform.

19 I declare under penalty of perjury under the laws of the State of California and the United
20 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
21 was executed this 24th day of July 2023, at Tustin, California.

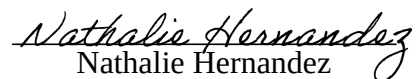
22
23
24
25 
Nathalie Hernandez
26
27
28

EXHIBIT “A”

NOTICE OF SETTLEMENT OF CLASS ACTION

Andrew Zuniga and Vivian Velasquez v. Desert Aids Project

Superior Court of the State of California, County of Riverside

Case No. RIC2003219

To: All current and former non-exempt (hourly paid) employees employed by Desert Aids Project in California at any time from August 18, 2016, and June 8, 2022 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on August 24, 2023, to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Amended Class Action Settlement Agreement and Release of Claims (“Settlement Agreement”).

[IDENTIFYING INFORMATION]

ILYM ID: «ILYMID»

«Contact»

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately \$«Total_Estimated_Settlement_Amount», as your share of the Settlement should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share may be more or less than this estimate. Your estimate is based on the number of weeks during which you worked for Defendant Desert Aids Project (“Desert Aids Project” or “Defendant”) in California between August 18, 2016, and June 8, 2022 (the “Class Period”), as discussed in more detail in Section IV. Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by July 8, 2023 (see Section VI for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment for the Class Claims, but you will preserve your right to pursue the Released Class Claims described in Section IV, and (2) be barred from filing an objection to the settlement. You may still receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties in exchange for such payment.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by July 8, 2023 (see Section VI for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working below is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to the Settlement Administrator (see Section IV for more details on how to submit a Dispute Form). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Andrew Zuniga and Vivian Velasquez v. Desert Aids Project* Superior Court of the State California, County of Riverside, Case No. RIC2003219 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Desert Aids Project’s records show that you were employed in California as an hourly paid employee at some time during the Class Period. The Court ordered this Notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Desert Aids Project as an hourly employee in California at some time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On August 18, 2020, Plaintiff and Class Representative Andrew Zuniga, through his attorneys (“Class Counsel”), filed a class and representative action lawsuit against Defendant for alleged wage and hour violations on behalf of Class Members. The about January 31, 2021, the action was amended to include Vivian Velasquez as a Plaintiff and Class Representative and additional claims were added. The Lawsuit alleges that Defendant violated various California Labor Code provisions, California Business and Professions Code Section 17200, and the applicable Industrial Welfare Commission (“IWC”) Wage Order. In summary, Plaintiffs allege that Defendant failed to pay proper minimum wages, failed to pay proper overtime wages, failed to provide meal periods, failed to provide rest breaks, failed to pay all unused vacation wages upon termination, failed to timely pay wages each period and upon separation of employment, and failed to provide accurate itemized wage statements. All of these claims are called the “Class Claims.” The Lawsuit also sought civil penalties on behalf of the California Labor Workforce Development Agency (“LWDA”). The civil penalty claims are called “PAGA Claims” and the relevant period for PAGA claims is August 14, 2019, through June 8, 2022 (the “PAGA Period”).

Desert Aids Project has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Desert Aids Project 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 and/or a representative action. Rather, Desert Aids Project has agreed to settle the case as part of a compromise with Plaintiffs and the Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiffs have concluded that it is in their respective best interests and the interests of the Class to settle the Lawsuit on the terms summarized in this Notice. After extensive investigation and review of information provided by Defendant to Class Counsel, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Defendant, the risk the Court may not certify this case to proceed as a class action, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still performing services for Defendant, this Settlement will not affect your status. California law strictly prohibits unlawful retaliation. Further, Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who represents the Class?

The Court has designated Plaintiffs Andrew Zuniga and Vivian Velasquez to serve as Class Representatives in this lawsuit. The attorneys and law firm that serve as Class Counsel are identified and can be reached as follows:

Attorneys for the Class Members

Brian Mankin, Esq.
brian@lmlfirm.com
Misty Lauby, Esq.
misty@lmlfirm.com
Lauby, Mankin & Lauby LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444

IV. What are the terms of the Settlement?

On April 26, 2023, the Court granted preliminary approval of the Settlement. Class Members who do not opt out of the Settlement (the “Settlement Class”), pursuant to the procedures set forth in this Notice, will be mailed a settlement check, and in exchange, will be bound by the terms of the Settlement and release of certain wage and penalty claims against Defendant.

Without admitting any wrongdoing, Defendant have agreed to pay \$400,000 (the “Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group to act as the “Settlement Administrator,” who is sending this Notice Packet to you and will perform many other duties relating to the Settlement. Under the Settlement, \$8,895 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency and Aggrieved Employees. The Labor Code Private Attorneys General Act of 2004 (“PAGA”) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$40,000 of the Settlement Amount will be allocated to Plaintiff’s claim under the PAGA. Of this amount, \$30,000 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$10,000 will be divided between all Aggrieved Employees on a Weeks Worked basis. “Aggrieved Employees” is defined to include all current and former non-exempt (hourly paid) employees employed by Defendant in California during PAGA Period. Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$10,000 allocation:

Do you Qualify as an Aggrieved Employee?	Weeks Worked as an Aggrieved Employee	Your Share of PAGA Penalties
«PAGA_Member»	«PAGA_Weeks»	\$«PAGA_Estimated_Settlement_Amount»

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the lawsuit on behalf of the Class Members on a contingency fee basis (meaning that Class Counsel has not been paid any money to date and would only receive its attorneys’ fees if the case succeeded) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will collectively ask for fees of one-third of the Settlement Amount (\$133,333.33) as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the lawsuit.

Service Payments to Class Representative. Class Counsel will ask the Court to award Class Representative Andrew Zuniga and Vivian Velasquez a service payment in the amount of \$10,000 each to compensate them for their service, risks undertaken, and extra work provided on behalf of the Class Members.

Calculation of Individual Settlement Amounts to Class Members. After deducting the amounts above, the balance of the Settlement Amount will form the Net Settlement Amount (or “NSA”) for distribution to the “Participating Class Members” (i.e., those who did not timely request to be excluded). The Settlement Administrator will calculate each Class Members’ pro-rata share of the NSA based on the number of weeks worked by each Class Member during the Class Period. The dollars per compensable Work Week will be calculated by dividing the total Weeks Worked by Settlement Class Members into the Net Settlement Amount to determine a per pay period value (“Workweek Value”). The Workweek Value will be multiplied by the number of Weeks Worked by each Participating Class Member during the Class Period to determine the Individual Settlement Amount for each Participating Class Member. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100 percent of the Net Settlement Amount. While the range of recovery will differ for Class Members, it is estimated that the average payment will be \$429.04, the high payment will be \$4,474.92, and the low payment will be \$3.10. Review the information below to determine your share as a Class Member:

Workweeks Worked as a Class Member During the Class Period	Your Share of the Net Settlement Amount
«Class_Weeks»	\$«Class_Estimated_Settlement_Amount»

Disputes to Workweeks Credited. For each Settlement Class Member, the Workweeks Worked (i.e., meaning you worked at least one hour during a workweek) during the Class Period and PAGA Period will be calculated from Defendant’s records. If you disagree with the numbers reported above, you may submit the enclosed Dispute Form to the Settlement Administrator on or before July 8, 2023, with documentation to establish the number of weeks you claim to have worked for Defendant in California between August 18, 2016, through June 8, 2022. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINSTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Weeks Worked should be credited to each Settlement Class member. If the Parties are unable to agree, the Court will render a final decision.

Timing of Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. For those Class Members who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share (if any) of PAGA civil penalties for release of the PAGA Claims, and they will not include any payment for settlement of the Class Claims. The anticipated payment date (assuming the Settlement receives final approval and there are no objections or appeals, which may delay the payments) is approximately September 25, 2023. Participating Class Members and/or Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. If a Participating Class Member and/or Aggrieved Employees fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller’s Office in the name of the individual, so that he/she can attempt to collect the funds at a later date.

Allocation and Taxes. 15% of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining 85% will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA Claims shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their payments for PAGA Claims. The Settlement Administrator, Desert Aids Project and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments or payments for PAGA Claims. Accordingly, Participating Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release of Class Claims. Upon Final Approval of the Settlement, all Participating Class Members will release and discharge, for the time period from August 18, 2016, through June 8, 2022, Defendant, and all of its past and present officers, directors, employees, agents, those Certain Underwriters at Lloyds, London Subscribing to Policy Number DOLU/100015/2019, Travelers Insurance, and DATIS HR Cloud, Inc. (collectively, the “Released Parties”) from all claims stated in the operative Complaint and those solely upon the facts in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) unlawful deduction of wages, (d) failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to pay vested vacation upon separation of employment, (g) failure to failure to timely pay wages upon separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all other claims for statutory penalties based on the facts or claims alleged in the operative complaint. The release of Class Claims will be subject to Court Approval.

Release of PAGA Claims. Upon Final Approval of the Settlement, Plaintiffs, on behalf of themselves, the State of California and the LWDA shall release the Released Parties from all claims based on the facts stated in the operative Complaint in the Action and in the LWDA notice letter(s), including all PAGA claims seeking civil penalties that were premised upon (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) unlawful deduction of wages, (d) failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to pay vested vacation upon separation of employment, (g) failure to failure to timely pay wages each pay period and upon separation of employment, and (h) failure to provide accurate itemized wage statements (“PAGA Released Claims”). The time period governing the PAGA Released Claims shall be any time during the PAGA Period. The PAGA Released Claims will be subject to Court approval.

Waiver of Labor Code Sections 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Amounts constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Amounts. These sections provide in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How do I receive a payment?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Amount, provided that you do not exercise your right to opt-out as explained below. You do not need to take any further action to receive a payment. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What are my rights and options?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Work Weeks credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.
- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by completing, signing, and mailing the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before July 8, 2023. Any person who files a timely Request for Exclusion from the from the Class Claims in the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments from the Net Settlement Amount; (3) will preserve the right to pursue the Released Claims subject to applicable statutes of limitations, and (4) will not be bound by this Settlement, or the Judgment. However, all Aggrieved Employees will receive their respective share of PAGA Penalties regardless of whether they file a Request for Exclusion as a Class Member.
- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed

Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations), to the Settlement Administrator. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed on the Objection Form, **postmarked** on or before July 8, 2023. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

- D. **Dispute Work Weeks Credited.** As discussed in Section IV, you may dispute the number of Weeks Worked if you believe the number credited is inaccurate. To do so, you should submit the Dispute Form with any supporting evidence. Do not submit the Exclusion or Objection Form if you merely want to dispute the Work Weeks credited.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you are a Class Member and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. When is the court hearing and what is it for?

On August 24, 2023, the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs' request for the service awards. This hearing may be continued or rescheduled by the Court without further notice to the Class. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

IX. Where can I get more information?

If you have questions about this Notice, the enclosed Request for Exclusion Form and Objection Form, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator for more information or to request that a copy of this Notice and request for Exclusion Form and Objection Form be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section III. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Supplemental Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on April 19, 2023 and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (RIC2003219) where requested, and click "Search."

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

DISPUTE FORM

Andrew Zuniga and Vivian Velasquez v. Desert Aids Project
Superior Court of the State of California, County of Riverside
Case No. RIC2003219

Please verify and/or complete any missing identifying information:

«Contact»

«Address_1»

«City», «State» «Zip»

According to the records of Desert Aids Project:

- (a) You worked for Desert Aids Project for «Class_Weeks» workweeks as a Class Member from August 18, 2016, through June 8, 2022 (the “Class Period”); and
- (b) You worked for Desert Aids Project for «PAGA_Weeks» workweeks as an Aggrieved Employee from August 14, 2019, through June 8, 2022 (the “PAGA Period”).

DO YOU DISAGREE WITH ITEMS (a)-(b) AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☐

**YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM
STATING THE REASONS WHY YOU BELIEVE YOU SHOULD BE
CREDITED WITH ADDITIONAL WORKWEEKS WORKED AND INCLUDE
COPIES (NOT ORIGINALS) OF SUPPORTING DOCUMENTATION.**

Please state why you believe that you should be credited with more Workweeks Worked than stated on the Notice and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination if you are entitled to additional Workweeks:

Signed on _____, 2023

«Contact»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL,
POSTMARKED NO LATER THAN JULY 8, 2023

ILYM GROUP, INC.
P. O. Box 2031
Tustin, CA 92781

OBJECTION FORM

Andrew Zuniga and Vivian Velasquez v. Desert Aids Project
Superior Court of the State of California, County of Riverside
Case No. RIC2003219

Please verify and/or complete any missing identifying information:

«Contact»

«Address_1»

«City», «State» «Zip»

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM STATING THE REASONS WHY YOU OBJECT TO THE SETTLEMENT.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Andrew Zuniga and Vivian Velasquez v. Desert Aids Project* on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2023

«Contact»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL,
POSTMARKED NO LATER THAN JULY 8, 2023

ILYM GROUP, INC.
P. O. Box 2031
Tustin, CA 92781

REQUEST FOR EXCLUSION FORM

Andrew Zuniga and Vivian Velasquez v. Desert Aids Project

Superior Court of the State of California, County of Riverside

Case No. RIC2003219

«Contact»

«Address_1»

«City», «State» «Zip»

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing and completing the below, I agree to the following:

I do NOT want to participate in the settlement in *Andrew Zuniga and Vivian Velasquez v. Desert Aids Project* (Riverside Superior Court Case No. RIC2003219). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than my share of PAGA Penalties if I qualify as an Aggrieved Employee (with further detail provided in the attached Notice of Settlement of Class Action).

Signed on _____, 2023

«Contact»

**MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL,
POSTMARKED NO LATER THAN JULY 8, 2023**

**ILYM GROUP, INC.
P. O. Box 2031
Tustin, CA 92781**

EXHIBIT “B”

REQUEST FOR EXCLUSION FORM

Andrew Zuniga and Vivian Velasquez v. Desert Aids Project
Superior Court of the State of California, County of Riverside
Case No. RIC2003219

Anne Blakeley
57591 Warren Way
Yucca Valley, CA 92284

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

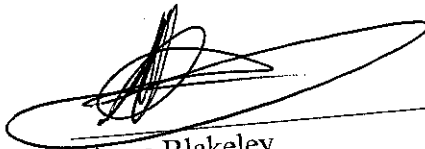
☒

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing and completing the below, I agree to the following:

I do NOT want to participate in the settlement in *Andrew Zuniga and Vivian Velasquez v. Desert Aids Project* (Riverside Superior Court Case No. RIC2003219). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than my share of PAGA Penalties if I qualify as an Aggrieved Employee (with further detail provided in the attached Notice of Settlement of Class Action).

Signed on Jun 5, 2023


Anne Blakeley

**MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL,
POSTMARKED NO LATER THAN JULY 8, 2023**

ILYM GROUP, INC.
P. O. Box 2031
Tustin, CA 92781

REQUEST FOR EXCLUSION FORM

Andrew Zuniga and Vivian Velasquez v. Desert Aids Project
Superior Court of the State of California, County of Riverside
Case No. RIC2003219

Rebecca Kaplan
105 Mount Ararat Drive
Cathedral City, CA 92234

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

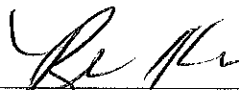
☒

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing and completing the below, I agree to the following:

I do NOT want to participate in the settlement in *Andrew Zuniga and Vivian Velasquez v. Desert Aids Project* (Riverside Superior Court Case No. RIC2003219). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than my share of PAGA Penalties if I qualify as an Aggrieved Employee (with further detail provided in the attached Notice of Settlement of Class Action).

Signed on June 11th, 2023


Rebecca Kaplan

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL,
POSTMARKED NO LATER THAN JULY 8, 2023

ILYM GROUP, INC.
P. O. Box 2031
Tustin, CA 92781

REQUEST FOR EXCLUSION FORM

Andrew Zuniga and Vivian Velasquez v. Desert Aids Project
Superior Court of the State of California, County of Riverside
Case No. RIC2003219

Wayland Abner
15455 Avenida Manzana
Desert Hot Springs, CA 92240

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.



NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing and completing the below, I agree to the following:

I do NOT want to participate in the settlement in *Andrew Zuniga and Vivian Velasquez v. Desert Aids Project* (Riverside Superior Court Case No. RIC2003219). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than my share of PAGA Penalties if I qualify as an Aggrieved Employee (with further detail provided in the attached Notice of Settlement of Class Action).

Signed on JUNE 07, 2023


Wayland Abner

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL,
POSTMARKED NO LATER THAN JULY 8, 2023

ILYM GROUP, INC.
P. O. Box 2031
Tustin, CA 92781