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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

11 DANIELA GARIBAY, individually, and on
12 behalf of other members of the general public
similarly situated,

13 Plaintiff,

14 vs.

15 PACIFIC STEEL GROUP, a California
16 corporation; and DOES 1 through 10, inclusive,

17 Defendants.
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Case No. CIVDS2011129

Assigned to the Hon. Christian Towns

**DECLARATION OF NICOLE BENCH ON
BEHALF OF ILYM GROUP, INC., THE
SETTLEMENT ADMINISTRATOR**

Date: April 22, 2025

Time: 8:30 a.m.

Place: Department S26

Complaint Filed: May 29, 2020

Trial Date: None Set

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DECLARATION OF NICOLE BENCH

I, Nicole Bench, hereby declare:

1. I am employed as a case manager by ILYM Group, Inc. (“ILYM”), the Court-appointed settlement administrator. I am authorized to make this declaration on behalf of ILYM. As the case manager for this settlement, I have personal knowledge of the information provided herein, and if called as a witness, I could and would accurately testify thereto.

2. ILYM was engaged by Plaintiffs Daniela Garibay, Darren Morris, Brandon Gay, and Israel Berber (“Plaintiffs”) and Defendant Pacific Steel Group (“Defendant”) (collectively, the “Parties”) to provide settlement administration services. ILYM has been, and if the Court grants final approval of the Settlement, will be responsible for: (a) translating the mailing documents into Spanish; (b) printing and mailing the Notice of Class Action Settlement (“Notice Packet”) to all Class Members; (c) receiving and processing requests for exclusion and objections to the Settlement, if applicable (d) establishing a QSF account and calculating and distributing the Individual Settlement Payments; (e) handling tax reporting as required by the Settlement and the law; (f) providing necessary reports and declarations; (g) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (h) performing such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or that the Court orders.

3. On November 18, 2024, ILYM received from Class Counsel the Notice Packet prepared by the Parties and approved by the Court. On December 13, 2024, counsel for Defendant provided ILYM with a complete mailing list (“Class List”) which included each Class Member’s full name, most recent mailing addresses, Social Security Numbers, and other relevant information needed to calculate settlement payments.

4. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. On February 10, 2025, Notice Packets were mailed to the 5,995 Class Members identified in the Class List by First Class mail.

5. As of this date, 518 Notice Packets have been returned by the post office. For those without forwarding addresses, ILYM performed a computerized skip trace on the 518 returned Notice Packets to locate new mailing addresses. A total of 314 Notice Packets were re-mailed because a better

1 mailing address was found as a result of the skip trace. Altogether, 204 Notice Packets have been deemed
2 undeliverable as no updated addresses were found notwithstanding the skip tracing.

3 6. As of the date of this declaration, ILYM has received 6 valid Requests for Exclusion.

4 7. As of the date of this declaration, ILYM has received no objections to the settlement.

5 8. Currently, a total of 5,989 Class Members will be paid their portion of the Net Settlement
6 Fund. Each Class Member's share of the Net Settlement Fund will be proportional to the number of
7 Workweeks he or she worked during the Class Period. According to Defendant's records, Class Members
8 in aggregate worked a total of 407,144 Workweeks during the Class Period. Each Workweek is
9 accordingly valued at \$4.67. The average estimated payment is \$317.66 and the highest is \$3,200.78.

10 9. A total of 4,692 PAGA Members will be paid their portion of the PAGA Fund. Each
11 PAGA Member's share of the PAGA Fund will be proportional to the number of Workweeks he or she
12 worked during the PAGA Period. According to Defendant's records, PAGA Members in aggregate
13 worked a total of 308,855 Workweeks during the PAGA Period. Each Workweek is accordingly valued
14 at \$0.16. The average estimated payment is \$10.66 and the highest is \$83.37.

15 10. ILYM's costs in connection with the administration of this Settlement are \$32,550.

16 11. In advance of the Final Approval Hearing, ILYM will file a supplemental declaration to
17 advise the Court if any additional Requests for Exclusion or objections were received after the date of this
18 declaration.

19 12. Attached as Exhibit A is a true and correct copy of the Notice of Class Action Settlement
20 template that ILYM mailed to all Class Members. Attached as Exhibit B is a true and correct copy of
21 ILYM's invoice for settlement administration costs.

22
23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed this 25th day of March, 2025, at Tustin, California.

25
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27 Nicole Bench
28 Nicole Bench

EXHIBIT “A”

Garibay v. Pacific Steel Group, No. CIVDS2011129
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN BERNARDINO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt employees who worked for Pacific Steel Group (“PSG” or “Defendant”) in the State of California and worked at least one day during the period from April 6, 2016 to July 11, 2024 (“Class Members”).

All current and former non-exempt employees who worked for Defendant in the State of California and worked at least one day during the period from April 13, 2019 to July 11, 2024 (“PAGA Members”).

Several former PSG employees (“Plaintiffs”) filed class action and PAGA action lawsuits against PSG alleging PSG did not comply with all of California’s wage and hour laws. PSG denies these allegations and believes that it complied with California law at all times. However, rather than fight this matter in Court, the parties decided to settle and reached a settlement. The settlement contains two components: a class settlement that will be distributed to Class Members and a PAGA settlement that will be distributed to PAGA Members. Everyone receiving this notice is a Class Member but only some of you are PAGA Members.

On November 18, 2024, the Honorable Christian Towns of the San Bernardino County Superior Court preliminarily approved this class action and PAGA settlement. As part of the settlement process, the Court requires the Plaintiffs and PSG to provide notice and details of the proposed settlement to Class Members and PAGA Member. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you opt out of the settlement by following the procedures described below, you will be deemed to be participating in this lawsuit (“Participating Class Member”) and, if the Court grants final approval of the settlement, bound by the terms of the settlement and mailed a check for your share of the settlement. Prior to granting final approval of the settlement, the Court will hold a Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement. This hearing will be held at 8:30 a.m. on April 22, 2025, in Department S26 of the San Bernardino County Superior Court located at 247 W. Third St., San Bernardino, California 92415. **Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit www.ILYMgroup.com/PSG for any scheduling changes.**

If you move before you receive your settlement check, you must send the Settlement Administrator (whose contact information can be found below) your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will receive a payment from the Net Settlement Fund. If you are also a PAGA Member, you will also receive a payment from the PAGA Fund. Additionally, if you do nothing, you will be bound by the terms of the Settlement and will give up your right to pursue the claims that are encompassed in this lawsuit and settlement.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is March 27, 2025	If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion by March 27, 2025 . Once excluded, you will not receive a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are a PAGA Member and opt-out of the Class Settlement, you will still receive a payment from the PAGA Fund and cannot pursue PAGA claims that are encompassed in this lawsuit and settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by March 27, 2025	Any Class Members who do not opt-out (“Participating Class Members”) can object to some aspects of the proposed class settlement, but not the PAGA settlement. Participating Class Members can object in writing or verbally at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

You Can Participate in the April 22, 2025 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on April 22, 2025, in Department S26 of the San Bernardino County Superior Court located at 247 W. Third St., San Bernardino, California 92415. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). You can appear in person, by telephone or by using the Court's virtual appearance platform.
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Summary of the Litigation

Plaintiffs Daniela Garibay, Darren Morris, Brandon Gay, and Israel Berber, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state wage and hour laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements; and (5) reimburse employees for necessary business expenses.

Instead of arguing the issues in Court, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On April 11, 2024, the parties participated in a mediation with Deborah Saxe, Esq., an experienced and well-respected class action mediator. With Ms. Deborah Saxe's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' class action and PAGA claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, (collectively, "Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case. Defendant believes that the claims are without merit and believes that it has valid defenses. Defendant also believes that Plaintiffs would be unable to certify a class in this action and it would prevail on the merits should this case proceed to trial. By agreeing to settle, Defendant 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. Defendant has agreed to settle the case in an effort to minimize the legal and business costs associated with ongoing litigation.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$3,500,000. This amount is inclusive of: (1) Class Representative Enhancement Payments of \$10,000, each, to Daniela Garibay, Darren Morris, Brandon Gay, and Israel Berber for their services on behalf of the class, and for a broader release; (2) attorneys' fees in this amount of \$1,225,000 (35% of the Gross Settlement Amount or escalated amount) and costs/ expenses up to \$100,000; (3) a settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), in the amount of \$200,000 (which is inclusive of a \$150,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$50,000 payment ("PAGA Fund") to all PAGA Members); and (4) reasonable Settlement Administrator's fees and expenses currently estimated at \$32,550.00.

After deducting the above payments, a total of approximately \$1,902,450.00 will be allocated to Participating Class Members (Class Members who do not opt out of the Settlement) (the amount that will be distributed to Participating Class Members is referred to as the "Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$50,000 PAGA Fund, regardless whether they opt out of the Class Settlement.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Participating Class Member from April 6, 2016, to July 11, 2024 ("Class Period") and the aggregate total number of Workweeks worked by all Participating Class Members during the Class Period. To determine each Participating Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Participating Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Participating Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by the employees' required payroll taxes.

According to Defendant's records, you worked as a non-exempt employee during the Class Period for a total of **«Class Workweeks»** Workweeks. Accordingly, your estimated payment is approximately **\$«Class_ESA»**.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from April 13, 2019, through July 11, 2024 (“PAGA Period”). To determine each PAGA Member’s share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the “PAGA Workweek Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submit a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of **«PAGA_Workweeks»** Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately **\$«PAGA_ESA»**.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately **\$«Total_ESA»**. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator. You must attach all documentation to support your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before **March 27, 2025**, and must be sent to:

Garibay v. Pacific Steel Group
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Fax No. (888) 845-6185

Defendant’s records will control, unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the settlement payments. Participating Class Members and PAGA Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each class settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% each class settlement will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims during the Class Period, and if you are also a PAGA Member, the Released PAGA Claims during the PAGA Period:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the Second Amended Complaint during the Class Period, including: (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations and failure to pay premiums in lieu thereof; (c) all claims for unpaid minimum wages; (d) all claims for the failure to timely pay wages upon termination; (e) all claims for the failure to reimburse necessary business expenses; (f) all claims for the failure to timely pay wages during employment; (g) all claims for wage statement violations; (h) all claims for the failure to timely pay wages during employment; (i) all claims for failure to maintain accurate records; and (j) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs’ LWDA letters during the PAGA Period including but not limited (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations and failure to pay premiums in lieu thereof; (c) all claims for unpaid minimum wages; (d) all claims for the failure to timely pay wages upon termination; (e) all claims for the failure to reimburse necessary business expenses; (f) all claims for the failure to timely pay wages during employment; (g) all claims for wage statement violations; and (h) all claims for failure to maintain accurate records.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you must submit a written request to the Settlement Administrator expressly and clearly indicating that desire to be excluded from the settlement.

The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. The request must also be signed and dated by you. You must return the request for exclusion to the administrator via First Class U.S. Mail or fax, to the address below.

Garibay v. Pacific Steel Group
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Fax No. (888) 845-6185

The Request for Exclusion must be postmarked or faxed not later than **March 27, 2025**. If you submit a Request for Exclusion which is not postmarked or faxed by **March 27, 2025**, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will not be a Participating Class Member, which means you will:

- Not Receive a Payment from the Class Action Settlement.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims and will receive payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may either submit a written objection stating why you object to the settlement or you may orally object by appearing at the Final Fairness Hearing. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at *Garibay v. Pacific Steel Group*, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

All written objections must be received by the administrator by no later than **March 27, 2025**. By submitting an objection, **you are not excluding yourself from the settlement**. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also appear at the Final Fairness Hearing set for April 22, 2025, at 8:30 a.m., in the Superior Court of the State of California, for the County of San Bernardino and discuss your objection with the Court and the Parties. You may also retain an attorney to represent you at the hearing. You will be responsible for any costs you incurred in making this appearance, including the cost of retaining your own attorney.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. These documents are available at **www.ILYMgroup.com/PSG**. The documents can also be provided to you by the Administrator or are available directly from the Court. All inquiries regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781
Phone: (888) 250-6810
Fax: (888) 845-6185
Website: www.ILYMgroup.com/PSG

Class Counsel:

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PSG's Attorneys:

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Phone: (310) 203-5303

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH
INQUIRIES.

Garibay v. Pacific Steel Group, No. CIVDS2011129
TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA, PARA EL CONDADO DE SAN BERNARDINO
AVISO DE ACUERDO DE DEMANDA COLECTIVA

Usted no está siendo demandado. Este aviso afecta sus derechos. Por favor, léalo detenidamente

Para: Todos los activos actuales y anteriores no exentos empleados que trabajaron para Pacific Steel Group ("PSG" o "Demandado") en el Estado de California y trabajó al menos un día durante el período del 6 de abril de 2016 al 11 de julio de 2024 ("Miembros del Grupo").

Todos los empleados actuales y anteriores no exentos que trabajaron para el Demandado en el Estado de California y trabajaron al menos un día durante el período comprendido entre el 13 de abril de 2019 y el 11 de julio de 2024 ("Miembros de PAGA").

Varios ex empleados de PSG ("Demandantes") presentaron demandas colectivas y demandas de PAGA contra PSG alegando que PSG no cumplió con todas las leyes de salarios y horas de California. El PSG niega estas acusaciones y cree que cumplió con la ley de California en todo momento. Sin embargo, en lugar de luchar contra este asunto en los tribunales, las partes decidieron llegar a un acuerdo y llegaron a un acuerdo. El acuerdo contiene dos componentes: un acuerdo colectivo que se distribuirá a los Miembros del Grupo y un acuerdo de PAGA que se distribuirá a los Miembros de PAGA. Todos los que reciben este aviso son Miembros de la Clase, pero solo algunos de ustedes son Miembros de PAGA.

El 18 de noviembre de 2024, el Honorable Christian Towns del Tribunal Superior del Condado de San Bernardino aprobó preliminarmente esta demanda colectiva y el acuerdo de PAGA. Como parte del proceso de conciliación, el Tribunal requiere que los Demandantes y PSG proporcionen notificación y detalles del acuerdo propuesto a los Miembros del Grupo y al Miembro de PAGA. **Usted ha recibido este aviso porque los registros del Demandado indican que usted es un Miembro del Grupo y, por lo tanto, tiene derecho a un pago del acuerdo.**

A menos que opte por no participar en el acuerdo siguiendo los procedimientos que se describen a continuación, se considerará que participa en esta demanda ("Miembro del Grupo Participante") y, si el Tribunal otorga la aprobación final del acuerdo, estará obligado por los términos del acuerdo y se le enviará un cheque por su parte del acuerdo. Antes de otorgar la aprobación final del acuerdo, el Tribunal llevará a cabo una Audiencia Final de Equidad sobre la idoneidad, razonabilidad y equidad del Acuerdo. Esta audiencia se llevará a cabo a las 8:30 a.m. el 22 de abril de 2025, en el Departamento S26 del Tribunal Superior del Condado de San Bernardino ubicado en 247 W. Third St., San Bernardino, California 92415. **Tenga en cuenta también que la Audiencia Final de Equidad puede ser reprogramada por el Tribunal para otra fecha y/o hora. Visite www.ILYMgroup.com/PSG para ver si hay cambios en la programación.**

Si se muda antes de recibir su cheque de liquidación, debe enviar al Administrador de la liquidación (cuya información de contacto se puede encontrar a continuación) su nueva dirección; De lo contrario, es posible que nunca reciba el pago de su liquidación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el acuerdo	Si no hace nada, se le considerará un "Miembro Participante del Grupo" y recibirá un pago del Fondo Neto del Acuerdo. Si también eres miembro de PAGA, también recibirá un pago del Fondo PAGA. Además, si no hace nada, estará obligado por los términos del Acuerdo y renunciará a su derecho a presentar las reclamaciones que se incluyen en esta demanda y acuerdo.
Puede optar por no participar en el Acuerdo Colectivo, pero no en el Acuerdo de PAGA La fecha límite de exclusión voluntaria es 27 de marzo de 2025	Si no desea participar en el acuerdo colectivo propuesto, puede optar por no participar en el acuerdo colectivo enviando al Administrador del Acuerdo una Solicitud de exclusión por escrito antes del 27 de marzo de 2025 . Una vez excluido, no recibirá un pago del Fondo Neto del Acuerdo y no estará obligado por los términos del acuerdo colectivo propuesto. No puede optar por no participar en la parte de PAGA del Acuerdo propuesto. Si usted es miembro de PAGA y opta por no participar en el Acuerdo Colectivo, aún recibirá un pago del Fondo PAGA y no podrá presentar reclamos de PAGA que estén comprendidos en esta demanda y acuerdo.

Los Miembros del Grupo Participantes Pueden Objetar el Acuerdo Colectivo, pero no el Acuerdo de PAGA Las objeciones por escrito deben ser presentadas por 27 de marzo de 2025	Los Miembros del Grupo que no opten por no participar ("Miembros del Grupo Participantes") pueden objetar algunos aspectos del acuerdo colectivo propuesto, pero no el acuerdo de PAGA. Los Miembros del Grupo Participantes pueden objetar por escrito o verbalmente en la Audiencia de Aprobación Final. Si el Tribunal otorga la aprobación final del Acuerdo a pesar de su objeción, recibirá un pago del Fondo Neto del Acuerdo y estará obligado por los términos del Acuerdo y la Liberación.
Puedes participar en el 22 de abril de 2025 Audiencia de Aprobación Final	La Audiencia de Aprobación Final del Tribunal está programada para el 22 de abril de 2025, en el Departamento S26 del Tribunal Superior del Condado de San Bernardino ubicado en 247 W. Third St., San Bernardino, California 92415. No tiene que asistir, pero sí tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo). Puede comparecer en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal.

Resumen del litigio

Los demandantes Daniela Garibay, Darren Morris, Brandon Gay e Israel Berber, en su nombre y en nombre de otros empleados actuales y anteriores no exentos, alegan que el demandado violó las leyes de salarios y horas del estado de California como resultado de su presunta omisión, entre otras cosas: (1) pagar salarios mínimos y horas extras a los empleados por todas las horas trabajadas; (2) proporcionar a los empleados pausas para comer y descansar; (3) pagar oportunamente todos los salarios adeudados a los empleados durante cada período de pago y al finalizar su empleo; (4) proporcionar a los empleados recibos de salarios precisos y detallados; y (5) reembolsar a los empleados los gastos comerciales necesarios.

En lugar de argumentar las cuestiones en los tribunales, las partes acordaron entablar negociaciones para llegar a un acuerdo en un intento de resolver informalmente las reclamaciones del caso. El 11 de abril de 2024, las partes participaron en una mediación con Deborah Saxe, Esq., una mediadora de demandas colectivas experimentada y respetada. Con la orientación de la Sra. Deborah Saxe, las partes pudieron negociar un acuerdo completo de las demandas colectivas de los Demandantes y las reclamaciones de PAGA.

Los abogados de los Demandantes y los abogados designados por el Tribunal para representar al grupo (colectivamente, "Abogados del Grupo"), han investigado e investigado los hechos y circunstancias subyacentes a las cuestiones planteadas en el caso y la ley aplicable. Si bien los Abogados del Grupo creen que las reclamaciones alegadas en esta demanda tienen mérito, los Abogados del Grupo también reconocen que el riesgo y el costo de un litigio continuo justifican el acuerdo. Sobre la base de lo anterior, los Abogados del Grupo creen que el acuerdo propuesto es justo, adecuado, razonable y en el mejor interés de los Miembros del Grupo.

El acusado ha negado, y continúa negando, las alegaciones de hecho y de derecho en el caso. El demandado cree que las reclamaciones carecen de mérito y cree que tiene defensas válidas. El demandado también cree que los demandantes no podrían certificar una clase en esta acción y prevalecería en los méritos si este caso procediera a juicio. Al aceptar llegar a un acuerdo, el Demandado no admite responsabilidad por ninguna de las alegaciones o reclamaciones de hecho en el caso o que el caso puede o debe proceder como una demanda colectiva. El demandado ha acordado resolver el caso en un esfuerzo por minimizar los costos legales y comerciales asociados con el litigio en curso.

Resumen de los Términos del Acuerdo Propuesto

Los Demandantes y el Demandado han acordado resolver las reclamaciones colectivas subyacentes a cambio de un Monto Bruto del Acuerdo de \$3,500,000. Este monto incluye: (1) Pagos de Mejora de Representantes de la Clase de \$10,000, cada uno, a Daniela Garibay, Darren Morris, Brandon Gay e Israel Berber por sus servicios en nombre de la clase, y para una liberación más amplia; (2) honorarios de abogados por este monto de \$1,225,000 (35% del Monto Bruto del Acuerdo o monto escalado) y costos/gastos de hasta \$100,000; (3) un acuerdo de reclamaciones bajo la Ley de Fiscales Generales Privados del Código Laboral de 2004 ("PAGA"), por un monto de \$200,000 (que incluye un pago de \$150,000 a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") en relación con la PAGA, y un pago de \$50,000 ("Fondo PAGA") a todos los Miembros de PAGA); y (4) honorarios y gastos razonables del Administrador del Acuerdo actualmente estimados en \$32,550.00.

Después de deducir los pagos anteriores, se asignará un total de aproximadamente \$1,902,450.00 a los Miembros del Grupo Participante (Miembros del Grupo que no optan por no participar en el Acuerdo) (el monto que se distribuirá a los Miembros del Grupo Participante se denomina el "Fondo Neto del Acuerdo"). Además, todos los Miembros de PAGA recibirán una parte proporcional del Fondo de PAGA de \$50,000, independientemente de si optan por no participar en el Acuerdo Colectivo.

Pagos del Fondo Neto del Acuerdo. El Demandado calculará el número total de semanas laborales trabajadas por cada Miembro del Grupo Participante desde el 6 de abril de 2016 hasta el 11 de julio de 2024 ("Período de la Clase") y el número total de Semanas Laborales trabajadas por todos los Miembros del Grupo Participantes durante el Período de la Clase. Para determinar la participación estimada de cada Miembro Participante del Grupo en el Fondo Neto del Acuerdo, el Administrador del Acuerdo utilizará la siguiente fórmula: El Fondo Neto del Acuerdo se dividirá por el número total agregado de Semanas Laborables durante el Período del Grupo, lo que dará como resultado el "Valor de la Semana Laboral". La participación de cada Miembro Participante del Grupo en el Fondo Neto del Acuerdo se calculará multiplicando el número total de Semanas Laborables de cada Miembro Participante del Grupo por el Valor de la Semana Laboral. El Pago de la Liquidación Individual se reducirá por los impuestos sobre la nómina requeridos por el empleado.

De acuerdo con los registros del demandado, usted trabajó como empleado no exento durante el Período de la Demanda Colectiva por un total de **«Class Workweeks»** Semanas Laborales. En consecuencia, su pago estimado es de aproximadamente **\$«Class_ESA»**.

Pagos del Fondo PAGA. El demandado calculará el número total de semanas laborales trabajadas por cada miembro de PAGA desde el 13 de abril de 2019 hasta el 11 de julio de 2024 ("Período de PAGA"). Para determinar la participación de cada Miembro de PAGA en el Fondo de PAGA, el Administrador del Acuerdo utilizará la siguiente fórmula: El Fondo de PAGA se dividirá por el número total agregado de semanas laborales durante el Período de PAGA, lo que dará como resultado el "Valor de la semana laboral de PAGA". La participación de cada Miembro de PAGA en el Fondo de PAGA se calculará multiplicando el número total de semanas laborales de cada Miembro de PAGA por el Valor de la Semana Laboral de PAGA. Una Solicitud de Exclusión no excluye a un Miembro de PAGA de la liberación de reclamaciones bajo el Código Laboral de California §§ 2698 y siguientes. y el Miembro de PAGA recibirá su parte del fondo de PAGA incluso si presenta una Solicitud de Exclusión válida.

De acuerdo con los registros del Demandado, usted trabajó durante el Período PAGA en un puesto no exento durante un total de **«PAGA Workweeks»** semanas laborales. En consecuencia, su pago estimado del Fondo PAGA es de aproximadamente **\$«PAGA_ESA»**.

Su pago estimado: Con base en lo anterior, su pago estimado del acuerdo es de aproximadamente **\$«Total_ESA»**. Si cree que la información de la semana laboral proporcionada anteriormente es incorrecta, comuníquese con el Administrador del Acuerdo. Debe adjuntar toda la documentación que respalde su disputa (como talones de cheques, formularios W2 o cartas de Recursos Humanos). Todas las disputas deben tener matasellos o fax a más tardar el **27 de marzo de 2025** y deben enviarse a:

Garibay v. Pacific Steel Group
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Nº de fax (888) 845-6185

Los registros del demandado prevalecerán, a menos que usted pueda proporcionar documentación que establezca lo contrario.

Impuestos sobre los pagos de liquidación. Los Formularios W-2 y 1099 del IRS se distribuirán a los Miembros del Grupo Participante y a las autoridades fiscales correspondientes en función de los pagos del acuerdo. Los Miembros del Grupo Participantes y los Miembros de PAGA deben consultar a sus asesores fiscales sobre las consecuencias fiscales de los pagos que reciben en virtud del Acuerdo. A los efectos de este acuerdo, el 20% de cada pago del acuerdo colectivo se asignará como salarios para los que se emitirán los Formularios W-2 del IRS, y el 80% de cada acuerdo colectivo se asignará como no salarios para los que se emitirán los Formularios 1099-MISC del IRS. Los pagos emitidos a los miembros de PAGA desde el Fondo PAGA se tratarán como no salariales para los cuales se emitirán los Formularios 1099-MISC del IRS.

Sus opciones en virtud del acuerdo

Opción 1 – Recibir automáticamente un pago del Acuerdo

Si desea recibir su pago del acuerdo, no se requiere ninguna otra acción de su parte. Usted recibirá automáticamente el pago de su acuerdo del Administrador del Acuerdo si el Acuerdo recibe la aprobación final del Tribunal.

Si elige la **Opción 1**, y si el Tribunal otorga la aprobación final del acuerdo, se le enviará por correo un cheque por su parte de los fondos del acuerdo. Además, se considerará que ha liberado o renunciado a las Reclamaciones Colectivas Liberadas durante el Período de la Demanda Colectiva, y si también es Miembro de PAGA, las Reclamaciones de PAGA Liberadas durante el Período de PAGA:

Reclamaciones colectivas exoneradas: Todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción, que surjan razonablemente del mismo conjunto de hechos operativos o estén razonablemente relacionadas con él durante el Período de la demanda colectiva, incluidas: (a) todas las reclamaciones por horas extras no pagadas; (b) todas las reclamaciones por violaciones de las pausas para comer y descansar y la falta de pago de primas en lugar de las mismas; (c) todas las reclamaciones por salarios mínimos no pagados; (d) todas las reclamaciones por la falta de pago oportuno de los salarios en el momento de la terminación; (e) todas las reclamaciones por la falta de reembolso de los gastos comerciales necesarios; (f) todas las reclamaciones por la falta de pago puntual de los salarios durante el empleo; (g) todas las reclamaciones por violaciones de

¿Preguntas? Comuníquese con el Administrador del Acuerdo al número gratuito 1-888-250-6810

la declaración de salarios; (h) todas las reclamaciones por la falta de pago oportuno de los salarios durante el empleo, (i) todas las reclamaciones por la falta de mantenimiento de registros precisos; y (j) todas las reclamaciones presentadas a través del Código de Negocios y Profesiones de California §§ 17200 y siguientes.

Reclamaciones de PAGA liberadas: Todas las reclamaciones de sanciones civiles en virtud del Código Laboral de California §§ 2698 y siguientes., que se presentaron o podrían haberse presentado razonablemente sobre la base de los mismos hechos alegados en las cartas de LWDA de los Demandantes durante el Período de PAGA, incluidos, entre otros, (a) todas las reclamaciones por horas extras no pagadas; (b) todas las reclamaciones por violaciones de las pausas para comer y descansar y la falta de pago de primas en lugar de las mismas; (c) todas las reclamaciones por salarios mínimos no pagados; (d) todas las reclamaciones por la falta de pago oportuno de los salarios en el momento de la terminación; (e) todas las reclamaciones por la falta de reembolso de los gastos comerciales necesarios; (f) todas las reclamaciones por la falta de pago puntual de los salarios durante el empleo; (g) todas las reclamaciones por violaciones de la declaración de salarios; y (h) todas las reclamaciones por falta de mantenimiento de registros precisos.

Opción 2 – Opcionar por no participar en el Acuerdo

Si no desea participar en el acuerdo, debe presentar una solicitud por escrito al Administrador del Acuerdo indicando expresa y claramente ese deseo de ser excluido del acuerdo. La solicitud de exclusión por escrito debe incluir su nombre, firma, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social. La solicitud también debe estar firmada y fechada por usted. Debe devolver la solicitud de exclusión al administrador por correo de primera clase de EE. UU. o fax, a la dirección que se indica a continuación.

Garibay v. Pacific Steel Group
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Nº de fax (888) 845-6185

La Solicitud de Exclusión debe tener matasellos o enviarse por fax a más tardar **el 27 de marzo de 2025**. Si presenta una Solicitud de Exclusión que no tenga matasellos ni fax antes del **27 de marzo de 2025**, su Solicitud de Exclusión será rechazada y se le incluirá en el grupo de la conciliación.

Si elige la **Opción 2**, no será un Miembro de la Clase Participante, lo que significa que:

- No recibir un pago del Acuerdo de Demanda Colectiva.
- No liberar las Reclamaciones Colectivas Liberadas.
- Si usted es un Miembro de PAGA, aún liberará las Reclamaciones de PAGA Liberadas y recibirá el pago del Fondo de PAGA.

Opción 3 – Objeción al Acuerdo

Si decide objetar el acuerdo porque lo considera injusto o irrazonable, puede presentar una objeción por escrito que indique por qué se opone al acuerdo o puede objetar oralmente compareciendo en la Audiencia Final de Equidad. Las objeciones por escrito deben proporcionar: (1) su nombre completo, firma, dirección y número de teléfono, (2) una declaración escrita de todos los motivos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (3) copias de cualquier papel, escrito u otros documentos en los que se base la objeción; y (4) una declaración sobre si tiene la intención de comparecer en la Audiencia de Imparcialidad. La objeción debe enviarse por correo al administrador en *Garibay v. Pacific Steel Group*, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

Todas las objeciones por escrito deben ser recibidas por el administrador a más tardar **el 27 de marzo de 2025**. Al presentar una objeción, **usted no se está excluyendo del acuerdo**. Para excluirse del acuerdo, debe seguir las instrucciones descritas anteriormente. Tenga en cuenta que no puede objetar el acuerdo y excluirse a sí mismo. Debe elegir una sola opción.

También puede comparecer en la Audiencia Final de Equidad programada para el 22 de abril de 2025 a las 8:30 a.m., en el Tribunal Superior del Estado de California, para el Condado de San Bernardino y discutir su objeción con el Tribunal y las Partes. También puede contratar a un abogado para que lo represente en la audiencia. Usted será responsable de cualquier costo en el que haya incurrido al hacer esta comparecencia, incluido el costo de contratar a su propio abogado.

Si elige la **opción 3**, aún tendrá derecho al dinero del acuerdo. Si el Tribunal desestima su objeción, se considerará que ha renunciado a las Reclamaciones Colectivas Exoneradas y a las Reclamaciones PAGA Exoneradas.

Información adicional

Este Aviso de Acuerdo de Demanda Colectiva es solo un resumen del caso y del acuerdo. Para obtener una declaración más detallada de los asuntos involucrados en el caso y el acuerdo, puede consultar los alegatos, el acuerdo de conciliación y otros documentos presentados en el caso. Estos documentos están disponibles en **www.ILYMgroup.com/PSG**. Los documentos también pueden ser proporcionados por el Administrador o están disponibles directamente en el Tribunal. Todas las consultas relacionadas con este Aviso de Demanda Colectiva y/o el Acuerdo deben dirigirse al Administrador del Acuerdo o al Abogado del Grupo de Demandantes.

Administrador del Acuerdo:

Grupo ILYM, Inc.
P.O. Box 2031, Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Sitio web: **www.ILYMgroup.com/PSG**

Abogados de la Clase:

Edwin Aiwezian
Abogados *por* la Justicia, PC
410 Arden Ave, Suite 203
Glendale, CA 91203
Teléfono: (818) 265-1020

Dennis S. Hyun
Hyun Legal, APC
515 S Figueroa St., Ste 1250
Los Ángeles, CA 90071
Teléfono: (213) 488-6555

Raúl Pérez
Ley Capstone APC
1875 Century Park E., Suite 1000
Los Ángeles, CA 90067
Teléfono: (888) 245-9030

Abogados del PSG:

Lindsay C. David
Polsinelli, LLP
2049 Century Park East, Suite 2900
Los Ángeles, CA 90067
Teléfono: (310) 203-5303

POR FAVOR, NO SE COMUNIQUE CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ, LOS ABOGADOS DEL ACUSADO CON PREGUNTAS.

«Case_Name»

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM_ID

QR Code»

ILYM ID: «ilym_id»

«first_name» «last_name»

«Address_1»

«City», «state» «Zip_Code»

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Garibay v PSG

Tuesday, March 25, 2025

Requesting Attorneys Name:

E-Mail:

ILYM Contact:

E-Mail:

Contact Number:

Eduardo Santos

Eduardo.Santos@capstonelawyers.com

Lisa Mullins

Lisa@ilymgroup.com

714.878.8836

Invoice For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	5,995
Estimated Percentage of Remails	15%
Certified Spanish Translation (Available by Request)	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$1,300.00
Project Management:	\$5,710.00
Notification & Mailing:	\$14,191.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$12,143.10
Case Conclusion:	\$1,705.00

Total ILYM Fees & Expenses: \$32,550.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Garibay v PSG

Tuesday, March 25, 2025

Requesting Attorneys Name: Eduardo Santos

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

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

Subtotal \$1,300.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	4	\$280.00
Staff Hours for Processing Opt-Outs, Disputes & Objections(s)	Hourly	\$70.00	4	\$280.00
Report Processing	Hourly	\$70.00	4	\$280.00
NCOA	Flat Rate	\$1,000.00	1	\$1,000.00
Toll Free Customer Service Representative	Flat Fee	\$1,150.00	1	\$1,150.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$5,710.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	5,995	\$8,992.50
USPS First Class Postage	Per Piece	\$0.70	5,995	\$4,196.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.50	518	\$777.00
Storage, Photocopies, Deliveries	Flat Fee	\$225.00	1	\$225.00

Subtotal \$14,191.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Garibay v PSG

Tuesday, March 25, 2025

Requesting Attorneys Name: Eduardo Santos

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct */QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	6	\$900.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	6	\$750.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.60	5,995	\$3,597.00
USPS First Class Postage	Per Piece	\$0.70	5,995	\$4,196.50
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.00	480	\$479.60
Preparation of Taxes	Hourly	\$120.00	6	\$720.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$12,143.10

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	3	\$300.00
Project Manager Final Reporting	Hourly	\$120.00	4	\$480.00
Process Unclaimed Funds to Cy Pres	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$1,705.00

Total ILYM Fees & Expenses: \$35,049.10

FLAT RATE FEE: \$32,550.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **PROOF OF SERVICE**

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

3 I am employed in the State of California, County of Los Angeles. I am over the age of
4 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000,
Los Angeles, California 90067. My electronic address is Stacy.Winberg@capstonelawyers.com.

5 On **March 28, 2025**, I served the document(s) described as:

6 **DECLARATION OF NICOLE BENCH ON BEHALF OF ILYM GROUP, INC., THE**
7 **SETTLEMENT ADMINISTRATOR** on the interested parties in this action by sending []
the original [or] [✓] a true copy thereof [] to interested parties as follows [or] [✓] as stated
on the attached service list:

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9 tyler.paetkau@procopio.com
Olga Savage (SBN 252009)
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Attorneys for Plaintiffs Brandon Gay, Israil Berber, and Darren Morris

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **March 28, 2025**, at Los Angeles, California.

Stacy Winberg
Type or Print Name

/s/ *Stacy Winberg*
Signature