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Attorneys for Defendant Air Culinaire Worldwide, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HELEN SANTOS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 20STCV40648

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: May 3, 2023
Time: 11:00 a.m.

Judge: Hon. William F. Highberger
Dept.: 10

1 I, Nicole Bench declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Santos v.*
6 *Air Culinaire Worldwide, LLC* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 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 settlement administration, pursuant to
15 the 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) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Notice of Proposed Class Action Settlement*,
18 in both English and Spanish (referred to as “Notice Packet”); (c) receiving and processing requests
19 for exclusion and objections to the Settlement, if applicable; (d) resolving Settlement Class
20 Members’ disputes over the number of work weeks Defendant has record of them working during
21 the Class Period, which was pre-printed on their individualized Class Notice; (e) establishing a QSF
22 account and calculating individual settlement award amounts; (f) processing and mailing settlement
23 award checks; (g) handling tax withholdings as required by the Settlement and the law; (h)
24 preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the distribution
25 of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as
26 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On June 13, 2022, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On June 28, 2023, ILYM Group received the initial class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, last
6 known telephone number, last known e-mail address, the dates of employment worked for each
7 Settlement Class Member and PAGA Employee and the compensable number of work weeks and
8 pay periods for each Settlement Class Member and PAGA Employee. The data file was uploaded
9 to our database and checked for duplicates and other possible discrepancies. The Class List
10 contained 223 individuals which triggered the Escalator Clause.

11 6. After review of the data files, Defense Counsel advised all parties of possible
12 discrepancies with the work week counts provided to ILYM Group as it did not include the accurate
13 covered class period and PAGA period work week and pay period counts. ILYM Group was
14 advised on August 16, 2022, to hold off on the initial mailing of the Class Notice until the mediator
15 resolves the outstanding discrepancies.

16 7. On November 3, 2023, Defendant produced an additional data file to ILYM Group
17 containing the corrected number of compensable work weeks worked for each Settlement Class
18 Member during the covered class period and the corrected number of compensable pay periods
19 worked for each PAGA Employee during the covered PAGA Period. The total class size decreased
20 to 185 and the Escalator Clause has not been triggered.

21 8. On January 19, 2023, ILYM Group was notified by Class Counsel that the Court
22 approved and signed the Amended Order, dated January 12, 2023, approving the Class Action and
23 PAGA Settlement.

24 9. As part of the preparation for mailing, all 185 names and addresses contained in the
25 Class List were then processed against the National Change of Address ("NCOA") database,
26 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
27 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
28 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated

1 address was found in the NCOA database, the updated address was used for the mailing of the
2 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
3 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

4 10. On January 30, 2023, the Notice Packet was mailed, in both English and Spanish,
5 via U.S First Class Mail, to all 185 individuals contained in the Class List. Attached hereto, as
6 **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

7 11. As of the date of this declaration, 5 Notice Packets have been returned to our office
8 as undeliverable. Of the 5 returned Notice Packets, zero included a returned with a forwarding
9 address. ILYM Group performed a computerized skip trace on the 5 returned Notice Packets that
10 did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-
11 mailing the Notice Packet. As a result of this skip trace, all 5 updated addresses were obtained and
12 the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S. First
13 Class Mail.

14 12. As of the date of this declaration, a total of 5 Notice Packets have been re-mailed as
15 a result of ILYM Group's skip tracing efforts.

16 13. As of the date of this declaration, there are zero Notice Packets that have been
17 deemed undeliverable.

18 14. As of the date of this declaration, ILYM Group has received 1 request for exclusion.
19 The deadline to request exclusion from the Settlement was March 31, 2023.

20 15. As of the date of this declaration, ILYM Group has not received any objections to
21 the Settlement. The deadline to file an objection to the Settlement was March 31, 2023.

22 16. As of the date of this declaration, ILYM Group will report a total of 184
23 Participating Class Members, representing 99.46% of the 185 Settlement Class Members.

24 17. Participating Class Members will receive a proportional share of the Net Settlement
25 Fund through individual settlement payments, based on the number of compensable workweeks
26 worked by Class Members during the Class Period and/or the amount paid from the Net Settlement
27 Amount to a PAGA Class Member based upon his/her Compensable Pay Periods. The Net
28 Settlement Fund is the amount remaining after deduction of the Court-approved payments from the

Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

Gross Settlement Amount	\$425,000.00
Attorney's Fees	\$141,666.67
Attorney's Costs	\$12,000.00
Enhancement Payment	\$5,000.00
ILYM Group Fees	\$15,000.00
LWDA	\$22,500.00
PAGA Allocation to Aggrieved Employees	\$7,500.00
Net Settlement Amount	\$221,333.33

To determine a Participating Class Member's individual settlement award payment, their workweeks and/or pay periods during which an employee worked will be in proportion to the aggregate number of Compensable Work Weeks or Pay Periods worked by all Settlement Class Members. Based on these calculations, the Participating Class Member's will receive an estimated average gross payment of \$1,094.90 and the estimated highest gross payment being \$3,762.84. The estimated individual gross settlement payment for *Helen Santos* is \$2,437.55.

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

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 10th day of April 2023, at Tustin, California.


NICOLE BENCH

EXHIBIT “A”

«First_Name» «Last_Name»

HELEN SANTOS v. AIR CULINAIRE WORLDWIDE, LLC
Superior Court of the State of California, County of Los Angeles
Case No.: 20STCV40648

If you are a current or former employee for AIR CULINAIRE WORLDWIDE, LLC (“AIR CULINAIRE” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- This lawsuit involves a class defined as “all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the Covered Period.”
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiff in this class action alleges that Defendant failed to pay all wages and/or overtime, failed to provide lawful meal and rest periods, failed to provide accurate itemized wage statements, failed to pay lawful wages upon termination or resignation, engaged in unfair business practices, and is liable for penalties under California’s Private Attorneys General Act or “PAGA.” AIR CULINAIRE denies Plaintiff’s claims and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or AIR CULINAIRE’s defenses.
- You will not be penalized or retaliated against by AIR CULINAIRE for participating in this class action settlement. If you are currently employed by AIR CULINAIRE, your employment will not be affected in any way. Current employees of AIR CULINAIRE who choose to participate in the settlement will not be required to resign and can continue to work for AIR CULINAIRE.
- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue AIR CULINAIRE for claims pled or arising out of or reasonably related to the transactions and occurrences pled in the Complaint, which are or could be the basis of claims that Defendant failed to pay all wages and/or overtime, failed to provide lawful meal and rest periods, failed to provide accurate itemized wage statements, failed to pay lawful wages upon termination or resignation, engaged unfair business practices, or is subject to PAGA penalties during the Covered Period.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against AIR CULINAIRE. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against AIR CULINAIRE for the same legal claims in this lawsuit.
OBJECT	Object to the terms of this Settlement.

Your options are explained in this notice.
To opt out or object, you must act by March 31, 2023.

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of AIR CULINAIRE' employees. You have received this notice because AIR CULINAIRE's records indicate that you are a member of this class.

2. What is this lawsuit about?

This lawsuit was filed on October 23, 2020, on behalf of all persons who are employed or have been employed as an hourly employee by AIR CULINAIRE in the State of California. The operative complaint alleges class-wide causes of action against AIR CULINAIRE for failure to pay all wages and/or overtime under Labor Code §§ 510, 1194, 1194.2, and 1199, failure to provide lawful meal and rest periods under Labor Code §§ 226.7 and 512, failure to provide accurate itemized wage statements under Labor Code § 226(a), failure to pay lawful wages upon termination or resignation under Labor Code § 203, unfair business practices under Business & Professions Code § 17200 et seq., and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2698 et seq.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$425,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$141,666.67
- Litigation Costs: \$12,000.00
- Claims Administration Costs: \$15,000.00
- Class Representative Enhancement Payment to Class Representative: \$5,000.00
- Penalties to the Labor & Workforce Development Agency: \$30,000.00

After these deductions, \$228,833.33 will be available for payment to the Settlement Class members receiving this notice ("Net Settlement Amount").

Each Participating Class Member's Individual Settlement Payments shall be determined on a pro rata basis based upon the number of workweeks during which the employee worked in proportion to the aggregate number of workweeks by all Settlement Class members.

All Individual Settlement Payments will be allocated as follows: 20% to settlement of wage claims, 40% to settlement of claims for interest, and 40% to settlement of claims for statutory penalties.

According to AIR CULINAIRE's records, the total number of work weeks that you worked as an employee *during the relevant time period* is «**Total_Work_Weeks_for_Class_Counts_Provi**». If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these work weeks, your estimated settlement amount is \$«**Estimated_Settlement_Amount_for_Class**».

Of the \$30,000 allocated as the PAGA Payment, \$7,500 will be distributed to PAGA Class Members. PAGA Class Members refers to all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the period from October 22, 2019, through November 24, 2021. According to AIR CULINAIRE's records, the total number of pay periods that you worked as an employee during the relevant PAGA time period is «**Total_Periods_for_PAGA_Counts_Provided_**». If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated share of the PAGA amount is \$«**Estimated_Settlement_Amount_for_PAGA**».

6. What if I disagree with the number of work weeks shown above?

If you believe the information in the notice is incorrect regarding the number of work weeks, you will need to write a letter setting forth the number of work weeks that you believe are correct.

You may attach any relevant documentation in support thereof.

You must mail your letter to:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Website: www.ilymgroup.com

You must submit such information by March 31, 2023. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are: “Released Claims” means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of Business & Professions Code § 17200; and (7) penalties pursuant to Labor Code §2699, et seq. based on the facts alleged in Plaintiff’s October 23, 2020 notice letter to the LWDA.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing or faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, ILYM Group, Inc., by March 31, 2023. PAGA Class Members are excluded from opting out of the PAGA Settlement Amount.

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

If your Request for Exclusion is postmarked after March 31, 2023, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue AIR CULINAIRE separately about the claims made in this lawsuit.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than **March 31, 2023**.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810

Any written objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; and (3) the basis for the objection.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and counsel for Defendant no later than the Response Deadline. The Final Approval and Fairness Hearing will be held in Dept. SSC-10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012 on May 3, 2023, at 11:00 a.m. (Pacific Time) in Dept. SSC-10.

A Settlement Class Member may not both submit a Request for Exclusion and an Objection. If a Settlement Class Member submits both, the Settlement Administrator will contact the Settlement Class Member to determine the Settlement Class Member's intent.

If any Objection is ultimately overruled by the Court, the Settlement Class Member will be bound by the Release.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

Class Counsel:	Counsel for AIR CULINAIRE WORLDWIDE, LLC:
Kingsley & Kingsley, APC Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	O'Hagan Meyer Clint D. Robison, Esq. Samantha L. Squillante, Esq. 21550 Oxnard Street, Suite 1050 Woodland Hills, CA, 91367 Telephone: (213) 306-1610

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. SSC-10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012 on May 3, 2023, at 11:00 a.m. (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's Enhancement Payments, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also visit www.ilymgroupp.com, telephone the Settlement Administrator, ILYM Group, Inc., (888) 250-6810, or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or AIR CULINAIRE's counsel for information regarding this settlement.

HELEN SANTOS c/ AIR CULINAIRE WORLDWIDE, LLC
Tribunal Superior del Estado de California, Condado de Los Ángeles
Caso No.: 20STCV40648

Si usted es un empleado actual o anterior de AIR CULINAIRE WORLDWIDE, LLC ("AIR CULINAIRE" o "Demandado"), una demanda de acción de clase puede afectar sus derechos y puede tener derecho a los beneficios del acuerdo.

Usted no está siendo demandado. Un tribunal autorizó este aviso. No es una oferta de representación por parte de un abogado.

POR FAVOR LEA ESTE AVISO DETENIDAMENTE. CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS.

- Esta demanda involucra a una clase definida como "todas las personas que están empleadas o han sido empleadas como empleados por hora por el Demandado en el Estado de California durante el Período Cubierto".
- Está recibiendo este Aviso porque los registros reflejan que puede ser uno de los Miembros de la Clase antes mencionada.
- El Demandante en esta demanda de acción de clase alega que el Demandado no pagó todos los salarios y/o horas extras, no proporcionó períodos legales de comida y descanso, no proporcionó declaraciones de salario detalladas y precisas, no pagó los salarios legales al momento de la rescisión o renuncia, participó en prácticas comerciales injustas y es responsable de sanciones bajo la Ley General de Abogados Privados de California o "PAGA". AIR CULINAIRE niega las reclamaciones del demandante y afirma que ha cumplido con todas sus obligaciones legales con sus empleados.
- Ha habido un acuerdo que afecta sus derechos. Aunque el Tribunal ha autorizado a las Partes a proporcionar este aviso del acuerdo propuesto, el Tribunal no ha expresado ninguna opinión sobre el fondo de las reclamaciones del Demandante o las defensas de AIR CULINAIRE.
- AIR CULINAIRE no lo penalizará ni tomará represalias por participar en este acuerdo de demanda de acción de clase. Si actualmente trabaja para AIR CULINAIRE, su empleo no se verá afectado de ninguna manera. Los empleados actuales de AIR CULINAIRE que elijan participar en el acuerdo no tendrán que renunciar y pueden continuar trabajando para AIR CULINAIRE.
- Tiene varias opciones disponibles:

NO HACER NADA	Al no hacer nada, usted <u>recibirá</u> una parte de los ingresos del acuerdo, y renunciará a cualquier derecho a demandar a AIR CULINAIRE por reclamaciones declaradas o que surjan de o estén razonablemente relacionadas con las transacciones y ocurrencias declaradas en la Demanda, que son o podrían ser la base de las reclamaciones de que el Demandado no pagó todos los salarios y/o horas extras, no proporcionó períodos legales de comida y descanso, no proporcionó declaraciones de salarios detalladas precisas, no pagó los salarios legales al finalizar o renunciar, se involucró en prácticas comerciales injustas o está sujeto a sanciones PAGA durante el Período Cubierto.
SOLICITAR SER EXCLUIDO (EXCLUIRSE)	Excluirse de esta demanda. Conserve sus derechos a presentar una reclamación por separado contra AIR CULINAIRE. Si solicita ser excluido, <u>no</u> recibirá una parte de las ganancias del acuerdo, pero mantendrá cualquier derecho que pueda tener para presentar su propia demanda contra AIR CULINAIRE por las mismas reclamaciones legales en esta demanda.
OBJETAR	Objetar los términos de este Acuerdo.

Sus opciones se explican en este aviso.
Para optar por no participar u objetar, debe actuar antes del 31 de marzo de 2023.

1. ¿Por qué recibo este aviso?

Se llegó a un acuerdo propuesto en una demanda de acción de clase presentada en nombre de los empleados de AIR CULINAIRE. Recibió este aviso porque los registros de AIR CULINAIRE indican que es miembro de esta clase.

2. ¿De qué trata esta demanda?

Esta demanda se presentó el 23 de octubre de 2020, en nombre de todas las personas que están empleadas o han sido empleadas como empleados por hora por AIR CULINAIRE en el Estado de California. La reclamación operativa alega causas de acción de toda la clase contra AIR CULINAIRE por no pagar todos los salarios y/o horas extras bajo el Código Laboral §§ 510, 1194, 1194.2 y 1199, no proporcionar períodos legales de comida y descanso bajo el Código Laboral §§ 226.7 y 512, no proporcionar declaraciones de salarios detalladas precisas bajo el Código Laboral § 226(a), no pagar salarios legales a la terminación del empleo bajo el Código Laboral § 203, prácticas comerciales injustas bajo el Código de Negocios y Profesiones § 17200 *et seq.*, y sanciones bajo la Ley General de Abogados Privados del Código Laboral, Código Laboral § 2698 *et seq.*

3. ¿Ha decidido el tribunal quién tiene razón?

No. El Tribunal no ha tomado ninguna decisión sobre los méritos de las alegaciones del Demandante o las defensas del Demandado.

4. ¿Por qué llegó a un acuerdo?

Las Partes llegaron a un acuerdo para evitar el riesgo, molestias y gastos de otros litigios. El Demandante y sus abogados creen que el acuerdo propuesto es justo, adecuado y en el mejor interés de la demanda de acción de clase dado el resultado de sus largas investigaciones, el consumo de tiempo y recursos necesarios con respecto a otro litigio y la incertidumbre en la ley que regula algunas de las demandas presentadas. Aunque el Demandado niega las reclamaciones del Demandante y afirma que ha cumplido con todas sus obligaciones legales con sus empleados, el Demandado también ha concluido que un litigio adicional sería costoso y desviaría la administración y el tiempo de los empleados.

5. ¿Cuáles son los términos del acuerdo y cuánto recibiré?

El Monto Bruto del Acuerdo es de \$425,000.00. Bajo el acuerdo propuesto, se deducirán las siguientes cantidades antes de realizar los pagos a los empleados, sujeto a la aprobación definitiva por el Tribunal:

- Honorarios de abogados: \$141,666.67
- Costos del Litigio: \$12,000.00
- Costos de Administración de Reclamaciones: \$15,000.00
- Pago de Mejora del Representante de la Clase al Representante de la Clase: \$5,000.00
- Sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral: \$30,000.00

Después de estas deducciones, \$228,833.33 estarán disponibles para el pago a los miembros de la Clase del Acuerdo que reciban este aviso ("Monto Neto del Acuerdo").

Los Pagos individuales del Acuerdo de cada Miembro de la Clase del Acuerdo se determinarán de forma prorrateada en función del número de semanas laborales durante las cuales el empleado trabajó en proporción al número total de semanas laborales de todos los miembros de la Clase del Acuerdo.

Todos los Pagos Individuales del Acuerdo se asignarán de la siguiente manera: 20% a la liquidación de reclamaciones salariales, 40% a la liquidación de reclamaciones de intereses y 40% a la liquidación de reclamaciones por multas legales.

Según los registros de AIR CULINAIRE, el número total de semanas laborales que trabajó como empleado durante el período de tiempo pertinente es «Total_Work_Weeks_for_Class_Counts_Provi». Si no está de acuerdo con esta información y desea que alguien investigue el asunto, siga el procedimiento a continuación. Según estas semanas laborales, el monto estimado de su liquidación es \$«Estimated_Settlement_Amount_for_Class».

De los \$30,000 asignados como Pago de PAGA, \$7,500 se distribuirán a los Miembros de la Clase de PAGA. Los miembros de clase de PAGA se refieren a todas las personas que están empleadas o han sido empleadas por hora por el Demandado en el Estado de California durante el período comprendido entre el 22 de octubre de 2019 y el 24 de noviembre de 2021. Según los registros de AIR CULINAIRE, el número total de períodos de pago que trabajó como empleado durante el período de tiempo PAGA relevante es «Total_Periods_for_PAGA_Counts_Provided». Si no está de acuerdo con esta información y desea que alguien investigue el asunto, siga el procedimiento a continuación. Según estos períodos de pago, su parte estimada del monto de PAGA es \$«Estimated_Settlement_Amount_for_PAGA».

6. ¿Qué sucede si no estoy de acuerdo con el número de semanas laborales que se muestra arriba?

Si cree que la información en el aviso es incorrecta con respecto a la cantidad de semanas laborales, deberá escribir una carta indicando la cantidad de semanas laborales que cree que son correctas. Puede adjuntar cualquier documentación pertinente que respalde los mismos.

Debe enviar su carta a:

ILYM Group, Inc.
Apartado Postal 2031
Tustin, CA 92781
Teléfono: (888)-250-6810
Sitio Web: www.ilymgroup.com

Debe enviar dicha información antes del 31 de marzo de 2023. Los Abogados de la Clase y el Administrador del Acuerdo trabajarán juntos de buena fe y harán todo lo posible para resolver rápidamente la disputa basándose en los registros disponibles. En caso de que no puedan resolver cualquier conflicto en virtud de esta Sección, el Administrador del Acuerdo revisará toda la información, el material y los documentos y tomará una decisión con respecto a la disputa.

7. ¿Qué debo hacer para recibir una parte del acuerdo?

Si desea recibir dinero bajo los términos de este acuerdo, no tiene que hacer nada. Sin embargo, es aconsejable confirmar su dirección postal actual con el Administrador del Acuerdo para asegurarse de que recibe su parte de la liquidación. Usted estará cubierto por el comunicado resumido en la Sección 8, a continuación.

8. ¿A qué derechos estoy renunciando?

Las reclamaciones a las que renunciará por no hacer nada son: "Reclamaciones Liberadas" significa todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, sanciones, garantías, costos, gastos, honorarios de abogados, daños, acciones o causas de acción de cualquier tipo o naturaleza, ya sean conocidas o desconocidas, contingentes o acumuladas, que se aleguen, o que razonablemente podrían haber surgido de los mismos hechos alegados en la Acción, incluyendo: (1) Incumplimiento en el pago de salarios y/o horas extras bajo el Código Laboral §§ 510, 1194, 1194.2 y 1199; (2) Incumplimiento en proporcionar descansos de comidas de conformidad con el Código Laboral §§ 226.7 y 512; (3) Incumplimiento en proporcionar descansos de conformidad con el Código Laboral § 226.7; (4) Incumplimiento en proporcionar declaraciones detalladas de salarios precisas de conformidad con el Código Laboral § 226(a); (5) Sanciones por tiempo de espera de conformidad con el Código Laboral § 203; (6) Violación del Código de Negocios y Profesiones § 17200; y (7) sanciones de conformidad con el Código Laboral §2699 *et seq.*, según los hechos alegados en la notificación del Demandante el 23 de octubre de 2020 a la LWDA.

9. ¿Qué pasa si no deseo participar?

Cualquiera que no desee participar en el acuerdo puede excluirse ("optar por no participar") completando, firmando y enviando por correo o fax una carta indicando que no desea participar en el acuerdo al Administrador del Acuerdo, ILYM GROUP, Inc., antes del 31 de marzo de 2023. Los miembros de la clase PAGA están excluidos de optar por no participar en el monto del acuerdo de PAGA.

ILYM GROUP, Inc.
Apartado Postal 2031
Tustin, CA 92781
Teléfono: (888)-250-6810
Fax: (888)-845-6185
Sitio Web: www.ilymgroup.com

Si su solicitud de exclusión tiene un matasellos posterior al 31 de marzo de 2023, será rechazada, y usted será un Miembro de la Clase Participante y estará obligado por los términos del acuerdo y la liberación. Cualquier persona que presente una Solicitud de Exclusión válida y a tiempo no será considerada Miembro de la Clase Participante y no recibirá ningún pago como parte de este acuerdo. Dichas personas mantendrán cualquier derecho a demandar a AIR CULINAIRE por separado sobre las reclamaciones realizadas en esta demanda.

10. ¿Qué pasa si tengo una objeción?

Un miembro de la clase puede objetar el acuerdo por escrito o en persona.

Las objeciones por escrito y todos los escritos u otros materiales de apoyo deben presentarse al Administrador del Acuerdo a más tardar el 31 de marzo de 2023.

ILYM GROUP, Inc.
Apartado Postal 2031
Tustin, CA 92781
Teléfono: (888)-250-6810

Cualquier objeción por escrito debe ser firmada por el Miembro de la Clase del Acuerdo y declarar: (1) el nombre completo del Miembro de la Clase del Acuerdo; (2) las fechas de empleo del Miembro de la Clase del Acuerdo; y (3) la base de la objeción.

Cualquier miembro de la clase puede hacer una objeción en la Audiencia de Aprobación Final con o sin presentar o presentar una objeción por escrito. El Miembro de la Clase puede comparecer personalmente o por medio de un abogado, a su propio costo, en la audiencia de Aprobación Final para presentar su objeción directamente al Tribunal. Cualquier abogado que represente a una persona que se oponga a este Acuerdo y que no haya presentado una objeción por escrito debe presentar un aviso de comparecencia ante el Juez y notificar al Abogado de la Clase y al abogado del Demandado a más tardar en la Fecha Límite de Respuesta. La Aprobación Final y la Audiencia de Equidad se llevarán a cabo en el Departamento SSC-10 del Tribunal Superior del Condado de Los Ángeles, Spring Street Courthouse, ubicado en 312 North Spring Street, Los Ángeles, CA 90012 el 3 de mayo de 2023, a las 11:00 a.m. (hora del Pacífico).

Un Miembro de la Clase del Acuerdo no puede presentar una Solicitud de Exclusión y una Objeción. Si un Miembro de la Clase del Acuerdo presenta ambos, el Administrador del Acuerdo se comunicará con el Miembro de la Clase del Acuerdo para determinar la intención del Miembro de la Clase del Acuerdo.

Si el Tribunal en última instancia rechaza cualquier Objeción, el Miembro de la Clase del Acuerdo estará obligado por la Liberación.

Cualquier Miembro de la Clase que no presente una objeción por escrito a tiempo o que no presente una objeción en persona en la Audiencia de Aprobación Final se considerará que ha renunciado a cualquier objeción y se le excluirá de hacer cualquier objeción al Acuerdo, ya sea por apelación o de otro modo.

Abogados de la Clase:	Abogado de AIR CULINAIRE WORLDWIDE, LLC:
Kingsley & Kingsley, APC Eric B. Kingsley, Abg. Kelsey M. Szamet, Abg. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Teléfono: (818) 990-8300	O'Hagan Meyer Clint D. Robison, Abg. Samantha L. Squillante, Lcda. 21550 Oxnard Street, Suite 1050 Woodland Hills, CA 91367 Teléfono: (213) 306-1610

11. ¿Necesito un abogado?

No es necesario que contrate a su propio abogado porque el Abogado de la Clase trabaja en su nombre. Sin embargo, si desea su propio abogado, es libre de contratar a uno por su propia cuenta.

12. ¿Qué pasa a continuación en el caso?

El Acuerdo solo ha sido aprobado preliminarmente. El Tribunal llevará a cabo una audiencia en el Departamento SSC-10 del Tribunal Superior del Condado de Los Ángeles, Spring Street Courthouse, ubicado en 312 North Spring Street, Los Ángeles, CA 90012 el 3 de mayo de 2023 a las 11:00 a. m. (hora del Pacífico), para considerar cualquier objeción y determinar si el acuerdo debe aprobarse finalmente como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe la solicitud de los Abogados de la Clase para los honorarios y costos de los abogados, los Pagos de Mejora del Demandante y los costos de administración de reclamos. La audiencia puede continuar sin previo aviso. No es necesario que usted comparezca en esta audiencia.

13. ¿Cómo puedo recibir más información?

Este aviso contiene un resumen de los términos básicos del acuerdo. Para obtener más información, también puede visitar www.ilymgroup.com, llamar por teléfono al Administrador del Acuerdo, ILYM Group, Inc., (888) 250-6810 o a los Abogados del Colectivo (enumerados anteriormente).

Por favor, no llame al Tribunal, la Oficina del Secretario o el Demandado para obtener información sobre este acuerdo.

«Case_Name»
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

ILYM ID: «ILYMID»
«First_Name» «Last_Name»
«Address_»
«City», «State» «Zip»

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 11, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF NICOLE BENCH OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Clint D. Robison
Angeli C. Aragon
O'HAGAN MEYER
21550 Oxnard Street, Suite 1050
Woodland Hills, CA, 91367
Email(s): crobison@ohaganmeyer.com
aragon@ohaganmeyer.com

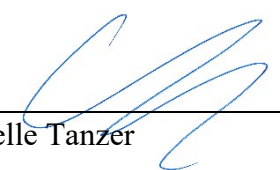
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set forth on the attached service list.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 11, 2023, at Encino, California.



Michelle Tanzer