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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

CARLOS LUJANO, an individual, on behalf
of himself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

vs.

GENERAL PRODUCTION SERVICE OF
CALIFORNIA, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case No. BCV-20-102705

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

Date: July 6, 2022
Time: 8:30 a.m.

Judge: Hon. Benard C. Barmann, Jr.
Dept.: H

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Operations 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 appointed by
5 the Court to serve as the Claims Administrator for the above captioned *Lujano v. General Production Service*
6 *of California, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group and myself.
7 I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify
8 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 distribution
11 services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

12 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
13 appointed by the Court to provide notification services and claims administration, pursuant to the terms of
14 the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final
15 Approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Proposed Class Action*
16 *Settlement* and *Class Action Settlement Share Form* (collectively referred to as “Notice Packet”); (b)
17 receiving and processing requests for exclusion; (c) resolving Settlement Class Members’ disputes over the
18 number of workweeks Defendants have record of them working during the Class Period, which was pre-
19 printed on their individualized Class Action Settlement Share Form; (d) calculating individual settlement
20 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
21 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax
22 forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
23 performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

24 4. On March 8, 2022, ILYM Group received the Court approved text for the Notice Packet
25 from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet, which was
26 approved by the Parties’ Counsel prior to mailing.

27 5. On March 17, 2022, ILYM Group received the class data file from Counsel for Defendants,
28 which contained the name, social security number, last known mailing address, last known telephone

1 number and pay periods for each Settlement Class Member. The data file was uploaded to our database and
2 checked for duplicates and other possible discrepancies. The Class List contained 1,159 individuals.

3 6. On April 5, 2022, the Notice Packet was mailed, via U.S First Class Mail, to all 1,159
4 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the
5 mailed Notice Packet. On this date, the Notice was also posted to the website.

6 7. On May 10, 2022, ILYM Group was advised by Counsel for Defendants that forty-seven
7 individuals were inadvertently omitted from the Class List and should be added. The addition of these
8 forty-seven individuals brought the Class List up to 1,206 Settlement Class Members. From the 1,206
9 Settlement Class Members, there are 965 aggrieved employees with 25,192 pay periods during the PAGA
10 Period and 89,522 workweeks during the Class Period.

11 8. As of the date of this declaration, 66 Notice Packets have been returned to our office as
12 undeliverable. Of the 66 returned Notice Packets, 1 was returned with a forwarding address and promptly
13 re-mailed to the forwarding address provided. ILYM Group performed a computerized skip trace on the 65
14 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for
15 purpose of re-mailing the Notice Packet. As a result of this skip trace, 39 updated addresses were obtained
16 and the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S First Class
17 Mail.

18 9. As of the date of this declaration, a total of 40 Notice Packets have been re-mailed.
19 Specifically, 1 was re-mailed as a result of a forwarding address provided by the USPS and 39 have been
20 re-mailed as a result of ILYM Group's skip tracing efforts. Two of these Notice Packets that were re-mailed,
21 were originally mailed on May 12, 2022.

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

25 11. As of the date of this declaration, ILYM Group has not received any requests for exclusion.
26 The deadline to request exclusion from the Settlement was May 20, 2022; and June 26, 2022, for the 47
27 class members who were first mailed a notice on May 12, 2022. There are 2 class members whose Notice
28 Packet were first mailed on May 12, 2022, who have an extended deadline until June 26, 2022, to request

1 exclusion from the Settlement because their notices were re-mailed.

2 12. As of the date of this declaration, ILYM Group has not received any objections to the
3 Settlement. The deadline to file an objection to the Settlement was May 20, 2022; and June 26, 2022, for
4 the 47 class members who were first mailed a notice on May 12, 2022. There are 2 class members whose
5 Notice Packets were first mailed on May 12, 2022, who have an extended deadline until June 26, 2022, to
6 file an objection to the Settlement because their notices were re-mailed.

7 13. As of the date of this declaration, ILYM Group will report a total of 1,206 Participating
8 Claimants, representing 100% of the 1,206 Settlement Class Members.

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

15	Gross Settlement Fund	\$ 1,750,000.00
16	Class Counsel Fees	\$ 583,333.33
17	Class Counsel Litigation Costs	\$ 12,052.12
18	Enhancement Award	\$ 10,000.00
19	Administration Fees	\$ 12,500.00
20	LWDA	\$ 18,750.00
21	Aggrieved Employees	\$ 6,250.00
22	Net Settlement Fund (estimated)	\$ 1,107,114.55

23 To determine a Participating Claimant's individual settlement award payment, the Net Settlement Fund will
24 be divided by the total number of workweeks worked by all Settlement Class Members during the Class
25 Period, multiplied by the number of workweeks worked by that Participating Claimant. The aggrieved
26 employee's allocation will be calculated based on a pro-rata number of pay periods worked by each
27 particular PAGA Settlement Class Member during the PAGA Period as a proportion of all pay periods
28 worked by all PAGA Settlement Class Members during the PAGA Period. Based on these calculations, the

1 Participating Claimants will receive an estimated average gross payment of \$923.19, and the estimated
2 highest gross payment being \$2,537.99.

3 15. ILYM Group's total fees and costs for services in connection with the administration of this
4 Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for
5 completion of the settlement administration, are \$12,500.00. ILYM Group's work in connection with this
6 matter will continue with the calculation of the settlement award payments, issuance and mailing of the
7 settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that
8 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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

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15 NATHALIE HERNANDEZ
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EXHIBIT “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be eligible to receive a settlement payment. Please read this notice carefully.

A proposed class action settlement agreement (the “Settlement”) has been reached between: **(1)** Plaintiff Carlos Lujano (“Plaintiff”), individually and in his representative capacity on behalf of a group of prospective class members defined below, and as a private attorney general on behalf of the State of California; and **(2)** Defendant General Production Service of California, Inc. (“Defendant”). The Settlement resolves disputed claims against Defendant arising out of its compensation practices during the period from April 10, 2018, through March 8, 2022 (the “Class Period”) as applied to all individuals who are or were employed by Defendant as non-exempt field workers in California during the Class Period (“Class Members”).

The Court has granted preliminary approval of the Settlement and ordered this notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described below.

1. DESCRIPTION OF THE LAWSUIT

On November 19, 2020, Plaintiff, individually and in his representative capacity on behalf of the Class Members, and as a private attorney general on behalf of the State of California, filed a complaint against Defendant in the Superior Court of California for the County of Kern in the matter of ***Carlos Lujano v. General Production Service of California, Inc.***, case number **BCV-20-102705** (the “Action”). The Action sought recovery for Defendant’s alleged: **(1)** failure to pay minimum wage for all hours worked; **(2)** failure to pay proper overtime wages; **(3)** failure to provide compliant rest periods and pay missed rest break premiums; **(4)** failure to provide compliant meal periods and pay missed meal period premiums; **(5)** failure to maintain accurate employment records; **(6)** failure to pay timely wages during employment; **(7)** failure to pay all wages due and owing at separation; **(8)** failure to reimburse business expenses; **(9)** failure to provide complete and accurate wage statements; **(10)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law; and **(11)** statutory penalties based on the foregoing pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Defendant denies all liability, denies all allegations in the Action, and has raised various defenses to the claims. Defendant asserts that it fully complied with all applicable wage and hour laws and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action is suitable for class certification. Defendant has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.

The Court has not ruled on the merits in the Action. By approving the Settlement and issuing this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or whether the claims are suitable for class certification. To avoid the additional expense, inconvenience, and risk of continued litigation, however, Plaintiff and Defendant (the “Parties”) have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this notice. The Settlement was reached after Defendant provided extensive information and documents to Plaintiff’s counsel, and after lengthy arms-length non-collusive negotiations between the Parties, including mediation with an experienced and well-respected mediator in California. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to resolve the disputed claims.

Plaintiff and Plaintiff’s counsel—Jonathan Melmed and Kyle Smith of Melmed Law Group P.C. (“Class Counsel”)—support the Settlement. Among the reasons for support are the defenses to liability potentially

available to Defendant, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation. Plaintiff and Class Counsel believe that the settlement described in this notice is fair, adequate, reasonable, and in the best interests of Plaintiff and the Class Members.

Under the Settlement, the following settlement class will be certified under California law: *All individuals who are or were employed by Defendant as non-exempt field workers in California during the Class Period.* The “Class Period” is defined as the period from April 10, 2018, through March 8, 2022. The Settlement provides for a gross settlement amount of \$1,750,000.00. After deducting Administrative Expenses; Class Attorney Fees and Expenses; the share of the Gross Settlement Amount allocated toward PAGA penalties; and Plaintiff’s Incentive Award, a share of the remaining portion will be distributed to the Class Members on a pro rata basis based on the estimated number of weeks each Class Member worked during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for their share of the settlement amount, all participating Class Members will be deemed to have released Defendant from liability on the terms described in this notice.

On March 8, 2022, the Court preliminarily approved the Settlement and conditionally certified the settlement class. This notice is being sent to you because Defendant’s records indicate that you worked for Defendant during the Class Period and that you meet the definition required to be treated as a Class Member.

2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in the Settlement.

3. TERMS OF THE SETTLEMENT

Defendant has agreed to pay \$1,750,000.00 (the “Gross Settlement Amount”) to resolve the claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

1. **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to \$12,500.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.
2. **Attorneys’ Fees and Expenses.** Class Counsel have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, the Parties have aggressively litigated many aspects of the case including investigation, settlement efforts, and a full-day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of one-third of the Gross Settlement Amount (i.e., \$583,333.33) as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action. Class Counsel also will ask for reimbursement of up to \$15,000.00 for the costs Class Counsel incurred in connection with the Action.
3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide a service payment to Plaintiff in the amount of \$10,000.00 for Carlos Lujano to compensate him for his efforts on behalf of the Class Members in the Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a Class Member.

4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is \$25,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$18,750.00) to the LWDA and twenty-five percent (25%) (i.e., \$6,250.00) to the individuals who come within the definition of an “aggrieved employee” for the purposes of the Settlement (i.e., all individuals who are or were employed by Defendant as non-exempt field workers in California during the PAGA Period). The “PAGA Period” is defined for these purposes to mean the period from November 18, 2019, through March 8, 2022.

After deducting the amounts above, the balance of the settlement amount will form the “Net Settlement Amount” for distribution to the Class Members.

4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS

Each eligible Class Member who does not request exclusion from the Settlement will be deemed a “Class Participant” and will receive a share from the Net Settlement Amount which will be distributed pro rata based on the proportional estimated number of weeks worked by each Class Member during the Class Period as a proportion of all estimated weeks worked by all Class Members (the “Individual Settlement Amount”). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining Class Participants.

Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

Defendant, or its proxies, shall take all usual and customary deductions from the Individual Settlement Amount payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of their Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Defendant during the Class Period will be calculated based on Defendant’s records. If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before May 20, 2022, with documentation to establish the number of workweeks you claim to have actually worked during the Class Period. **Documentation sent to the Settlement Administrator will not be returned or preserved, so do not send originals.** The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the Class Participant. If you are unsatisfied with the decision, you may submit an objection, which is explained below.

Settlement checks will be mailed to all Class Participants after the Court grants final approval of the Settlement and judgment is entered.

5. THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all Class Participants. The Class Participants will then be barred from bringing any “Released Claims” against the “Released Parties” as those terms are defined below.

The “Released Parties” are Defendant General Production Service of California, Inc. and all of Defendant’s present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, partners, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims as defined below.

The “Released Claims” are those claims arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to the LWDA, which arose during the Class Period, including but not limited to claims under Labor Code sections 201, 202, 203, 204, 210, 216, 218, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, the applicable IWC Wage Order(s), and the California Business and Professions Code § 17200 et seq. based on the foregoing Labor Code violations, as well as any civil penalty claims or any other claims arising from the allegations in the operative Complaint or predicated on the Labor Code violations alleged in the Complaint under PAGA, such as claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Orders; **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Orders; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(9)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(10)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); **(11)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and **(12)** all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing. The Release Period is the Class Period. No other claims are released other than those claims specifically plead in the operative complaint in the Action.

The Settlement does *not* release Defendant or any person, party, or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor does it release any claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and interpretive guidelines.

Class Members who do not request exclusion from the Settlement will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

6. YOUR OPTIONS

6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT

If you do nothing, you will be automatically included as a Class Participant in the Settlement and will receive a settlement payment. You do *not* have to take any further action to receive your settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The estimated amount of your settlement payment if you do nothing is included on the attached *Class Action Settlement Share Form*.

6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT

If you do **not** wish to take part in the class action portion of the Settlement (the “Class Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement Administrator a letter or card postmarked no later than May 20, 2022, that specifically requests exclusion from the Class Settlement in this case. The request for exclusion must include your name, address, telephone number, and signature, and it should state:

“I wish to be excluded from the settlement class in the case of *Carlos Lujano v. General Production Service of California, Inc.* I understand that if I ask to be excluded from the settlement class, I will not receive any money from the settlement of this lawsuit and will not be releasing any claims I might have.”

Send the request for exclusion directly to the Settlement Administrator at the following address **by no later than May 20, 2022**:

ILYM Group, Inc.
P.O. Box 2031
Tustin, California 92781

Any person who submits a timely request for exclusion from the Class Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the class action portion of the Settlement. If you want confirmation of receipt of your request for exclusion, please send it by United States certified mail, return receipt requested, or contact the Settlement Administrator.

Importantly, Class Members who timely and validly request exclusion from the Class Settlement will *not* be excluded from their share of the PAGA Payment or from being bound by the PAGA Settlement. Requesting exclusion from the Class Settlement applies solely to the Class Members' entitlement to the class action portion of the Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class Settlement you will still be entitled to your share, if any, of the PAGA Payment and will be bound by the PAGA Settlement.

6.3. OBJECT TO THE SETTLEMENT

You have the right to object to the terms of the Settlement if you do not request exclusion. If, however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator and the Court a written objection stating your name, address, telephone number, dates of employment with Defendant, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections in writing must be mailed to the Settlement Administrator—ILYM Group, Inc., P.O. Box 2031, Tustin, California 92781 by no later than **May 20, 2022** to be considered. **Objections that do not include all required information, or that are not timely submitted, might not be considered by the court.**

If you choose to object to the Settlement and submit a timely objection, you may also appear to speak at the final approval and fairness hearing scheduled for July 6, 2022, at 8:30 a.m. in Department H of the Superior Court of California for the County of Kern, located at 1215 Truxtun Ave, Bakersfield, CA 93301. You have the right to appear at the hearing either in person or through your own attorney retained at your expense.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

The Court may, at the time of the final approval and fairness hearing, have certain social distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose information is provided below, for more information about the Court's current social distancing procedures. You may also review the Court's website for the most current information.

7. HOW TO UPDATE OR CHANGE YOUR ADDRESS

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator, ILYM Group, Inc., at **(888) 250-6810** or by email at **claims@ilymgroup.com**, as soon as possible. **This is important to ensure that future notices and the Settlement payment reach you.**

8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED

Within ten (10) days after the Court has held a final and fairness approval hearing and entered a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a copy of that order and final judgment on its website at the following website address:

www.ilymgroupclassaction.com/gps

9. IF THE SETTLEMENT IS NOT APPROVED

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the Settlement may be voided, in which case no money will be paid, and the case will return to litigation. If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be upheld if an appeal was filed.

10. QUESTIONS OR COMMENTS

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: **(888) 250-6810** or by e-mail at **claims@ilymgroup.com**. You may also contact Class Counsel at the addresses or phone numbers listed below.

Lawyers Representing Plaintiff and the Class Members

MELMED LAW GROUP P.C.

Jonathan Melmed

jm@melmedlaw.com

Kyle D. Smith

ks@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

CLASS ACTION SETTLEMENT SHARE FORM

Carlos Lujano v. General Production Service of California, Inc.

Case Number BCV-20-102705

Superior Court of California for the County of Kern

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant General Production Service of California, Inc. (“Defendant”) arising out of its compensation practices during the period from April 10, 2018, through March 8, 2022 (the “Class Period”) as applied to all individuals who are or were employed by Defendant as non-exempt field workers in California during the Class Period (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you worked approximately «Class_weeks» workweeks for Defendant during the Class Period, through March 8, 2022. Accordingly, your share of the Settlement is currently estimated to be \$«Total_Estimated_Settlement_Amount»,** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **May 20, 2022**, at:

ILYM Group, Inc.
claims@ilymgroup.com
(888) 250-6810
P.O. Box 2031
Tustin, California 92781

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **May 20, 2022**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.