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Attorneys for Defendant Bakersfield Dodge, Inc.

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

DANIEL STEPHENSON an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

BAKERSFIELD DODGE, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

Case No. BCV-20-102693

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

Date: May 26, 2023
Time: 8:30 a.m.

Judge: Thomas S. Clark
Dept.: 17

1 I, Lluvia Islas declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Stephenson v.*
6 *Bakersfield Dodge, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

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

26 4. On March 23, 2022, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On April 6, 2022, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable pay periods worked for each Settlement Class Member. The data
4 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
5 Class List contained 98 individuals.

6 6. As part of the preparation for mailing, all 98 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On November 22, 2022, the Notice Packet was mailed, via U.S First Class Mail, to
15 all 98 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 2 Notice Packets have been returned to our office
18 as undeliverable. Of the 2 returned Notice Packets, none were returned with a forwarding address.
19 ILYM Group performed a computerized skip trace on the 2 returned Notice Packets that did not
20 have a forwarding address, in an effort to obtain an updated address for purpose of re-mailing the
21 Notice Packet. As a result of this skip trace, 1 updated addresses were obtained and the Notice
22 Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

23 9. As of the date of this declaration, a total of 1 Notice Packets have been re-mailed.
24 Specifically, 1 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 1 Notice Packets have been deemed
26 undeliverable. Specifically, 1 have been deemed undeliverable as no updated address was found
27 notwithstanding the skip tracing.

28 11. As of the date of this declaration, ILYM Group has received 3 requests for

1 exclusion. The deadline to request exclusion from the Settlement was January 21, 2023.

2 12. As of the date of this declaration, ILYM Group has not received any objections to
3 the Settlement. The deadline to file an objection to the Settlement was January 21, 2023.

4 13. As of the date of this declaration, ILYM Group will report a total of 95 Participating
5 Claimants, representing 96.94% of the 98 Settlement Class Members.

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

12	Gross Settlement Amount	\$ 54,330.19
13	Class Counsel Fees	\$ 18,108.25
14	Class Counsel Expenses	\$ 3,000.00
15	Enhancement Award	\$ 5,000.00
16	ILYM Group Fees	\$ 5,000.00
17	LWDA	\$ 3,000.00
18	Net Settlement Amount	\$ 20,221.94

19 To determine a Participating Claimant's individual settlement award payment, the distribution shall
20 be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Pay
21 Periods worked by each Class Member during the Class Period, to the total number of Applicable
22 Pay Periods worked by all Class Members during the Class Period. Based on these calculations, the
23 Participating Claimants will receive an estimated average gross payment of \$200.22, with the
24 estimated highest gross payment being \$387.97.

25 15. ILYM Group's total fees and costs for services in connection with the administration
26 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
27 costs for completion of the settlement administration, are \$5,000.00. ILYM Group's work in
28 connection with this matter will continue with the calculation of the settlement award payments,

1 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
2 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
3 Group to perform.

4 I declare under penalty of perjury under the laws of the State of California and the United
5 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
6 was executed this 4th day of May 2023, at Tustin, California.

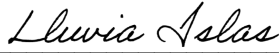
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EXHIBIT “A”

«First_Name» «Last_Name»

DANIEL STEPHENSON v. BAKERSFIELD DODGE, INC.

**Superior Court of the State of California, County of Kern
Case No.: BCV-20-102693**

If you are a current or former employee for BAKERSFIELD DODGE, INC. (“BAKERSFIELD DODGE” 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 BAKERSFIELD DODGE, INC., in the State of California who worked one or more pay periods from November 18, 2019 through March 25, 2021 and who received a paystub with an attached description of monies paid.”
- 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 provide accurate itemized wage statements and is liable for penalties under California’s Private Attorneys General Act or “PAGA.” BAKERSFIELD DODGE 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 ’s defenses.
- You will not be penalized or retaliated against by BAKERSFIELD DODGE for participating in this class action settlement. If you are currently employed by BAKERSFIELD DODGE, your employment will not be affected in any way. Current employees of BAKERSFIELD DODGE who choose to participate in the settlement will not be required to resign and can continue to work for BAKERSFIELD DODGE.
- 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 BAKERSFIELD DODGE for Defendant’s alleged failure to provide accurate itemized wage statements during the Class Period.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against BAKERSFIELD DODGE for Defendant’s alleged failure to provide accurate itemized wage statements during the Class Period. 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 BAKERSFIELD DODGE 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 January 21, 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 BAKERSFIELD DODGE's employees. You have received this notice because BAKERSFIELD DODGE's records indicate that you are a member of this class.

2. What is this lawsuit about?

This lawsuit was filed on November 18, 2020, on behalf of all persons who are employed or have been employed as an hourly employee by BAKERSFIELD DODGE in the State of California. The operative complaint alleges class-wide causes of action against BAKERSFIELD DODGE for failure to provide accurate itemized wage statements pursuant to Labor Code § 226(a) and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2699 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 his 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 \$54,330.19. 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: \$18,108.25
- Litigation Costs: \$3,000
- Claims Administration Costs: \$5,000
- Class Representative Enhancement Award to Class Representative: \$5,000
- Penalties to the Labor & Workforce Development Agency: \$4,000 (*\$3,000 to the LWDA and \$1,000 to remain in the Net Settlement Amount*)

After these deductions, \$17,333.33 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: 1/3 (33%) to settlement of wage claims, 1/3 (33%) to settlement of claims for interest, and 1/3 (33%) to settlement of claims for statutory penalties.

According to BAKERSFIELD DODGE's records, the total number of pay periods that you worked as an employee *during the relevant time period* is «Pay_Periods». 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 settlement amount is \$«Est_Settlement».

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

You must submit such information by January 21, 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: all claims asserted in Plaintiff's First Amended Complaint. The members of the Settlement Class will release and discharge Defendant, and any of its former and present parents, subsidiaries, and affiliates, and its officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives, from any and all claims that were/are asserted in the operative complaint and which could have been asserted based on the facts alleged in the complaint, and which were asserted leading up to and during mediation, including without limitation to, any and all claims for failure to provide accurate itemized wage statements under Labor Code § 226(a), claims for penalties under the Private Attorney General Act, claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties in their positions as Settlement Class Members.

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 a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, ILYM Group, Inc., by January 21, 2023.

Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

If your Request for Exclusion is postmarked after January 21, 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 BAKERSFIELD DODGE 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 January 21, 2023.

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 Defense Counsel no later than January 21, 2023. The Final Approval and Fairness Hearing will be held in Dept. 17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301 on May 26, 2023, at 8:30 a.m. (Pacific Time).

Class Counsel:	Counsel for BAKERSFIELD DODGE:
Kingsley & Kingsley, APC Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300 Davtyan Law Firm, Inc. Emil Davtyan, Esq. 880 E. Broadway Glendale, CA 91205 Telephone: (818) 875-2008	LeBeau Thelen LLP Daniel K. Klingenger, Esq. Matthew M. Brady, Esq. 5001 E. Commercenter Drive, Suite 300 P.O. Box 12092 Bakersfield, CA 93389-2092 Tel: (661) 325-8962

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. 17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301 on May 26, 2023, at 8:30 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 Awards, 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 telephone the BAKERSFIELD DODGE Settlement Administrator, ILYM Group, Inc. (listed above), or Class Counsel (listed above).

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

(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 May 4, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF LLUVIA ISLAS OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

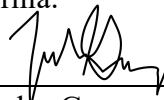
Daniel K. Klingenberger dklingenberger@lebeauthelen.com LeBeau Thelen LLP 5001 E. Commercenter Drive, Suite 300 P.O. Box 12092 Bakersfield, CA 93389-2092	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 400 N. Brand Blvd, Suite 700 Glendale, CA 91203
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[XX] 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.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

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

Executed on May 4, 2023, at Los Angeles, California.


Taylor Gregg