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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ADRIAN AGUIRRE. an individual on behalf
of himself and on behalf of all persons
similarly situated.

Plaintiff,

vs.

HEADLANDS VENTURES, LLC, a
California Limited Liability Company; and
DOES I through 50, Inclusive,

Defendants.

Case No. **34-2021-00297290-CU-OE-GDS**

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

Date: June 9, 2023

Time: 9:00 a.m.

Judge: Hon. Jill H. Talley

Dept.: 27

1 I, Madely Nava 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
4 professional settlement services provider who has been retained by the Parties’ Counsel and
5 subsequently appointed by the Court to serve as the Claims Administrator for the above captioned
6 *Aguirre v. Headlands Ventures, LLC* matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

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

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

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

1 5. On February 27, 2023, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable workweeks worked for each Class Member. The data file was
4 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
5 List contained 612 individuals.

6 6. As part of the preparation for mailing, all 612 names and addresses contained in
7 the 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
9 confirming the mailing addresses of the Class Members before mailing of the Class Notice
10 Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent
11 that an updated address was found in the NCOA database, the updated address was used for the
12 mailing of the Class Notice Packet. To the extent that no updated address was found in the
13 NCOA database, the original address provided by Counsel for Defendants was used for the
14 mailing of the Class Notice Packet.

15 7. On March 13, 2023, the Class Notice Packet was mailed, via U.S First Class
16 Mail, to all 612 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true
17 and correct copy of the mailed Class Notice Packet.

18 8. On April 5, 2023, an individual contacted Plaintiff’s Counsel as a potential add to
19 class. Defense Counsel confirmed the individual is in fact a class member. Therefore, the class
20 size increased to 613 individuals.

21 9. As of the date of this declaration, 42 Class Notice Packets have been returned to
22 our office as undeliverable. Of the 42 returned Class Notice Packets, 1 was returned with a
23 forwarding address and promptly re-mailed to the forwarding address provided. ILYM Group
24 performed a computerized skip trace on the 41 returned Class Notice Packets that did not have a
25 forwarding address, in an effort to obtain an updated address for purposes of re-mailing the Class
26 Notice Packet. As a result of this skip trace, 27 updated addresses were obtained and the Class
27 Notice Packet was promptly re-mailed to those Class Members, via U.S First Class Mail.

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1 10. As of the date of this declaration, a total of 28 Class Notice Packets have been re-
2 mailed. Specifically, 1 was re-mailed as a result of a forwarding address provided by the USPS,
3 27 have been re-mailed as a result of ILYM Group's skip tracing efforts.

4 11. As of the date of this declaration, a total of 14 Class Notice Packets have been
5 deemed undeliverable as no updated address was found notwithstanding the skip tracing.

6 12. As of the date of this declaration, ILYM Group has received 1 request for
7 exclusion from Adrian A Walker. The deadline to request exclusion from the Settlement was
8 April 27, 2023.

9 13. As of the date of this declaration, ILYM Group has not received any objections to
10 the Settlement. The deadline to submit a written objection to the Settlement was April 27, 2023.

11 14. As of the date of this declaration, ILYM Group will report a total of 612
12 Participating Class Members, representing 99.84% of the 613 Class Members.

13 15. Participating Class Members will receive a proportional share of the Net
14 Settlement Amount through individual settlement payments, based on the number of workweeks
15 worked by Class Members during the Class Period. The Net Settlement Amount is the amount
16 remaining after deduction of the Court-approved payments from the Gross Settlement Amount for
17 Class Counsel Fees and Litigation Expenses, the Class Representative Service Payment,
18 Settlement Administration Expenses to ILYM Group, and the PAGA allocation, e.g.,

19	Gross Settlement Amount	\$ 1,600,000.00
20	Class Counsel Fees	\$ 533,333.00
21	Class Counsel Expenses	\$ 20,000.00
22	Class Representative Service Payment	\$ 10,000.00
23	ILYM Group Fees	\$ 13,450.00
24	LWDA	\$ 26,250.00
25	PAGA Allocation to Aggrieved Employees	\$ 8,750.00
26	Net Settlement Amount	\$ 988,217.00

27 To determine a Participating Class Member's individual settlement award payment, the
28 distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of

1 the Applicable Workweeks worked by each Class Member during the Class Period, to the total
2 number of Applicable Workweeks worked by all Class Members during the Class Period. Based
3 on these calculations, the Participating Class Members will receive an estimated average gross
4 payment of \$1,629.03, with the estimated highest gross payment being \$6,792.22.

5 16. ILYM Group's total fees and costs for services in connection with the
6 administration of this Settlement, which includes fees and costs incurred to-date, as well as
7 anticipated fees and costs for completion of the settlement administration, are \$13,450.00. ILYM
8 Group's work in connection with this matter will continue with the calculation of the settlement
9 award payments, issuance and mailing of the settlement award checks, the necessary tax filing
10 and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the
11 Court orders ILYM Group to perform.

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
14 was executed this 11th day of May 2023, at Tustin, California.

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18 _____
19 MADELY NAVA
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EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

**(Aguirre v. Headlands Ventures, LLC, Superior Court of the State of California,
County of Sacramento, Case No. 34-2021-00297290)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Class_Estimated_Settlement_Amount». See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the class portion of the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. Instructions are set forth in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement and/or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. The Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-listed action pending in the Superior Court of the State of California, in and for the County of Sacramento (the "Court") has been reached between Adrian Aguirre ("Plaintiff") and defendant Headlands Ventures, LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals employed by Defendant in California as hourly-paid, non-exempt employees at any time during the Class Period.

The "Class Period" is from March 24, 2017 through July 31, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On March 24, 2021, Plaintiffs filed a Class Action Complaint in the Superior Court of the State of California, County of Sacramento on behalf of the Class asserting the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to provide expense reimbursement, failure to pay wages when due, and a claim for civil penalties pursuant to Labor Code §§ 2699, et seq. (the Private Attorneys General Act (“PAGA”)) for the foregoing alleged violations of the Labor Code. This lawsuit is referred to as the “Action”.

Defendant denies and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant did not fail to reimburse employees for required business expenses, that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of documentation and information. Furthermore, the Parties have engaged in arms-length private mediation before a well-respected independent mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon settlement terms recommended by the private mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have entered into a Class Action Settlement Agreement (“Settlement”). The Court granted preliminary approval of the Settlement on January 27, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Six Hundred Thousand Dollars (\$1,600,000) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be paid separately by Defendant.

Within fifteen calendar days (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” means the date the Judgment is entered, or if there are objections or appeals, the date the Judgment is no longer subject to appeal. Fifteen calendar days (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$15,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.

- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$533,333 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate Plaintiff for his services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$35,000 relating to the claim for penalties under the Private Attorney Generals Act ("PAGA"), which shall be paid 75% (\$26,250) to the State of California's Labor and Workforce Development Agency ("LWDA Payment"). The remaining 25% (\$8,750) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period (March 24, 2020 through July 31, 2022). "Aggrieved Employees" are all individuals employed by Defendant in California as hourly, non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion called the "Net Settlement Amount" shall be distributed to Class Members as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$986,667. Settlement Administrator will pay a *pro rata* Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of weeks for the Class to determine a dollar amount per week ("Weekly Rate"); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-Quarter (25%) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Three-Quarters (75%) of each Participating Class Member's Settlement Share is in settlement of claims for expense reimbursement, interest, and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. Who and What Do I Release Under the Settlement?

Released Parties. The "Released Parties" collectively mean: Defendant, Defendant's respective past, present and future parents, subsidiaries, corporations, divisions, and successors

and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.

Released Class Claims. As of the date the Defendant fully funds the Gross Settlement Amount, Defendant shall receive a release from the Participating Class Members of any and all class claims pled in the operative complaint or that could have been pled based upon the factual allegations contained in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period ("Released Class Claims").

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon full funding of the Gross Settlement Amount, Defendant shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, pled in the operative complaint or that could have been pled based upon the factual allegations contained in the operative complaint and the LWDA Notices submitted by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

The Weekly Rate is estimated to be \$23.99. Defendant's records reflect that you have «Class_Weeks» weeks worked during the Class Period (March 24, 2017 through July 31, 2022).

Based on this information, your estimated Settlement Share is \$«Class_Estimated_Settlement_Amount».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than April 27, 2023. All workweek disputes will be resolved and decided by the Settlement Administrator.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781; (888) 250-6810

The Court will hold a Final Approval Hearing on June 9, 2023, at 9:00 a.m. to decide whether to grant final approval of the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless whether they submit a request for

exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than April 27, 2023. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Aguirre v. Headlands Ventures, LLC* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; and, (3) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Aguirre v. Headlands Ventures, LLC*, Case No. 34-2021-00297290. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after April 27, 2023, or are incomplete or unsigned may be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service award, either in writing or in person or both. Objections that are in writing and must state the Class Member's name, current address, the approximate dates of employment in California by Defendant, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Aguirre v. Headlands Ventures, LLC*, in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00297290.

All written objections must be mailed to the Settlement Administrator at ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781 no later than April 27, 2023. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through their own counsel.

Alternatively, or in addition to a written, Class Members may appear remotely at the Final Approval Hearing on June 9, 2023, at 9:00 a.m. to make an oral objection or to otherwise participate in the Final Approval Hearing. To appear at the hearing, you must make an appearance through Zoom. Check the Court's tentative ruling website the day before at <https://services.saccourt.ca.gov/PublicCaseAccess/> for the most current information on how to appear for this hearing.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m. on June 9, 2023, in Department 25 of the Superior Court of California, County of Sacramento, located at Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, CA 95814 before Judge Jill H. Talley. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Hearing dates and documents are posted on the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2021-00297290.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (888) 250-6810 or write to *Aguirre v. Headlands Ventures, LLC* Settlement Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781; or contact the Class Counsel in this matter.

The contact information for Parties' counsel are as follows:

Class Counsel:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

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Tel: 916-288-3010 / Fax: 916-341-0414
Email: nathan.austin@jacksonlewis.com
evan.beecher@jacksonlewis.com

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval, or other Settlement documents from the Settlement Administrator's website at www.ilymgroup.com/headlandsventures for *Aguirre v. Headlands Ventures, LLC* where these documents will be posted. You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2021-00297290.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.