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8 Individually, and on behalf of all other similarly situated employees

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN BERNARDINO**
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14 MANUEL VILLEGAS, as an individual and on
behalf of other similarly situated employees,

15 Plaintiff,

16 vs.
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18 FIBER CARE BATHS, INC., a California
corporation; and DOES 1 through 50,
19 inclusive;

20 Defendant.
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Case No. CIVSB2114174

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

Date: May 31, 2023
Time: 10:00 a.m.

Judge: David Cohn
Dept.: S26

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 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 *Villegas v.*
6 *Fiber Care Baths, 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 *Court Approved Notice of Proposed Class Action Settlement and Hearing Date for Final Approval*
18 *and Request for Exclusion From Class Action Settlement* (referred to as “Notice Packet”); (b)
19 receiving and processing requests for exclusion; (c) resolving Settlement Class Members’ disputes
20 over the number of workweeks Defendants have record of them working during the Class Period,
21 which was pre-printed on their individualized Class Notice; (d) calculating individual settlement
22 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings
23 as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
24 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
25 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
26 orders ILYM Group to perform.

1 4. On January 31, 2023, ILYM Group received the Court approved text for the Notice
2 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On February 13, 2023, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, social security number, last known mailing address, and
6 the total number of applicable workweeks worked for each Settlement Class Member. The data
7 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
8 Class List contained 907 individuals.

9 6. As part of the preparation for mailing, all 907 names and addresses contained in the
10 Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
13 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
14 address was found in the NCOA database, the updated address was used for the mailing of the
15 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On February 28, 2023, the Notice Packet was mailed, via U.S First Class Mail, to
18 all 907 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
19 copy of the mailed Notice Packet.

20 8. As of the date of this declaration, 61 Notice Packets have been returned to our office
21 as undeliverable. Of the 61 returned Notice Packets, 3 were returned with a forwarding address
22 and promptly re-mailed to the forwarding address provided. ILYM Group performed a
23 computerized skip trace on the 58 returned Notice Packets that did not have a forwarding address,
24 in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. As a result
25 of this skip trace, 18 updated addresses were obtained and the Notice Packet was promptly re-
26 mailed to those Settlement Class Members, via U.S First Class Mail.

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1 9. As of the date of this declaration, a total of 21 Notice Packets have been re-mailed.
2 Specifically, 3 were re-mailed as a result of a forwarding address provided by the USPS, 18 have
3 been re-mailed as a result of ILYM Group's skip tracing efforts.

4 10. As of the date of this declaration, a total of 40 Notice Packets have been deemed
5 undeliverable as no updated address was found notwithstanding the skip tracing.

6 11. As of the date of this declaration, ILYM Group has received 6 requests for
7 exclusion. The deadline to request exclusion from the Settlement was April 29, 2023.

8 12. As of the date of this declaration, ILYM Group has not received any objections to
9 the Settlement. The deadline to file an objection to the Settlement was April 29, 2023.

10 13. As of the date of this declaration, ILYM Group will report a total of 901
11 Participating Class Members, representing 99.34% of the 907 Settlement Class Members.

12 14. Participating Class Members will receive a proportional share of the Net Settlement
13 Amount through individual settlement payments, based on the number of workweeks worked by
14 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
15 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
16 and Litigation Costs, the Enhancement Awards (2), Claims Administration Fees to ILYM Group,
17 and the PAGA allocation, e.g.,

18	Gross Settlement Amount	\$	3,740,000.00
19	Class Counsel Fees	\$	1,246,542.00
20	Class Counsel Expenses	\$	40,000.00
21	Enhancement Award (2)	\$	20,000.00
22	ILYM Group Fees	\$	25,000.00
23	LWDA	\$	225,000.00
24	Net Settlement Amount	\$	2,183,458.00
25	Class Allocation	\$	2,108,458.00
26	PAGA Group Members	\$	75,000.00

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

1 Workweeks worked by each Class Member during the Class Period, to the total number of
2 Applicable Workweeks worked by all Class Members during the Class Period. Based on these
3 calculations, the Participating Class Members will receive an estimated average gross payment of
4 \$2,407.34, with the estimated highest gross payment being \$9,490.86, and the estimated lowest
5 gross payment being \$8.49.

6 15. ILYM Group's total fees and costs for services in connection with the administration
7 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
8 costs for completion of the settlement administration, are \$25,000.00. ILYM Group's work in
9 connection with this matter will continue with the calculation of the settlement award payments,
10 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
11 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
12 Group to perform.

13 I declare under penalty of perjury under the laws of the State of California and the United
14 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
15 was executed this 8th day of May 2023, at Tustin, California.

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19 _____
20 MADELY NAVA
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EXHIBIT “A”

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

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN BERNARDINO

VILLEGAS V. FIBER CARE BATHS, INC.

**SAN BERNARDINO COUNTY COURT CASE NO. CIVSB2114736 AND RIVERA V. FIBER CARE
BATHS, INC. SAN BERNARDINO COUNTY CASE NO. CIVSB2114174**

This is a court authorized notice. This is not a solicitation from a lawyer.

You may be eligible to receive money from employee class action lawsuits (“Actions”) against Fiber Care Baths, Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by Defendant’s former employees Manuel Villegas (“Plaintiff Villegas”) and Ernesto Rivera (“Plaintiff Rivera”) and seek payment of: (1) back wages and other relief for a class of non-exempt or hourly employees (“Class Members”) who worked for Defendant during the Class Period (November 19, 2016 to October 21, 2022) (“Class Period”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt or hourly employees who worked for Defendant during the PAGA Period (March 12, 2020 to October 21, 2022) (“PAGA Period”). If you worked during the Class Period, you are a Class Member. If you worked during the PAGA Period, you are a PAGA Group Member.

Defendant denies all of Plaintiffs’ claims and maintains that Defendant has complied with all applicable laws and regulations. Defendant has entered into the Settlement solely for purposes of resolving this dispute.

The proposed Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendant in California as an hourly or non-exempt employee during the Class Period as well as PAGA Payments based on the pay periods you performed work for Defendant during the PAGA Period.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a Final Order that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have the following options under the Settlement:

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
YOU DO NOT HAVE TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT	If you do nothing, you will participate in the class and be eligible for an Individual Settlement Payment. In exchange, you will be bound by all terms of the Settlement if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator as further explained below).
YOU CAN EXCLUDE YOURSELF FROM THE CLASS	If you don’t want to fully participate in the proposed Settlement, you can exclude yourself by sending a written signed letter and a simple statement that you do not want to participate in the Settlement. Further details regarding how to exclude yourself are provided below at item 9. If you submit a valid written request to be excluded, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.

**PARTICIPATING
CLASS MEMBERS
CAN OBJECT**

All Class Members who do exclude themselves are Participating Class Members. Participating Class Members can choose to object to any aspect of the Settlement, including the proposed payments to Class Counsel, by submitting a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than **April 29, 2023**. This option is available only if you do not exclude yourself. Class members may also appear at the approval hearing to object, this hearing will take place on May 31, 2023, at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street San Bernardino, CA 92415.

These rights and options, and how to exercise them, are explained in more detail in this notice.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On January 23, 2023, the Superior Court of California, County of San Bernardino (“the Court”) preliminarily approved a class action settlement of the Actions. This notice explains the Actions, the Settlement, and your legal rights.

2. What are the Actions about?

The Actions accuse Defendant of failing to pay all wages, not providing proper meal or rest breaks, failing to timely pay wages, failing to pay all wages at termination, and failing to provide accurate wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Defendant denies that it engaged in any wrongful conduct or violated the law in any respect, and believes Plaintiffs and the Class Members were properly and timely compensated and provided all wages, proper meal and rest breaks, and wages upon termination. However, both Plaintiffs and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members and PAGA Group Members.

3. What does it mean that the Actions have settled?

The Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating an end of the Actions by agreement (settle the case) rather than continue the expensive and time-consuming process of litigation. The negotiations were successful. Plaintiffs and Defendant have negotiated a proposed Settlement and have signed a lengthy written settlement agreement (“Agreement”) that is subject to the Court’s Final Approval. The Parties have agreed to jointly ask the Court to end the Actions and enforce the Agreement. Both sides agree the proposed Agreement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Settlement does not mean that any laws were broken. Defendant denies all claims asserted in the Actions and denies that it has violated any laws.

THE SETTLEMENT BENEFITS—WHAT YOU GET

4. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of Three Million Seven Hundred Forty Thousand Dollars (\$3,740,000.00). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees (not to exceed \$1,246,542), or 33.33% of the Gross Settlement Amount, attorneys’ litigation costs (not to exceed \$40,000.00), a Enhancement Award to Plaintiff Villegas in the amount of (\$10,000) and Plaintiff Rivera in the amount of (\$10,000) for their services, the PAGA Settlement Amount (i.e., a payment of Two-Hundred and Twenty-Five Thousand Dollars (\$225,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties and Seventy-Five Thousand Dollars (\$75,000.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, \$25,000.00 (estimated not to exceed \$25,000.00), which will result in a maximum amount payable

by Defendant for distribution to Class Members who do not opt out (the “Net Settlement Amount”). Defendant’s share of payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount shall revert to Defendant.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement (“Participating Class Members”) on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt or hourly employee in California during the Class Period (“Qualified Workweeks”). To determine a Participating Class Member’s estimated settlement payment (“Individual Settlement Payment”), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

[Net Settlement Amount ÷ Total Qualified Workweeks for all Participating Class Members] x Participating Class Member’s Individual Qualified Workweeks = estimated Individual Settlement Payment

Class Members’ Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members’ Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 20% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, 80% shall be reported as non-wage interest not subject to payroll tax withholdings on IRS Form 1099 and penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are not providing tax or legal advice and are not making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member’s pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt or hourly employee (“PAGA Group Members”) will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of PAGA claims in the Actions. The PAGA Settlement Amount is Three Hundred Thousand Dollars (\$300,000.00). Two-Hundred and Twenty-Five Thousand Dollars (\$225,000.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Seventy-Five Thousand Dollars (\$75,000.00) shall be distributed to PAGA Group Members as their PAGA Payment. The “PAGA Period” is the period of time from March 12, 2020 through October 21, 2022. PAGA Payments shall be paid by the Settlement Administrator from the Gross Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Seventy-Five Thousand Dollars (\$75,000.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt or hourly employee.

5. What is my approximate Individual Settlement Payment?

Based on Defendant’s records and the Parties’ current assumptions, the total number of weeks you worked in California for Defendant as a non-exempt or hourly employee during the Class Period is «Class_Weeks». The total number of pay periods you worked in California for Defendant as a non-exempt or hourly employee during the PAGA Period is «PAGA_Weeks».

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$«Individual_Settlement_Payment_», less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$«Individual_PAGA_Settlement_Payment_». The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's, records you are not eligible for an PAGA Payment under the Settlement because you did not work during the PAGA Period.)

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

6. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Gross Settlement Amount from Defendant, Plaintiffs and each Participating Class Member will release all claims and will be legally barred from asserting any of the claims released under the Settlement. This means that unless you validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or Released Parties for any claims resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon the Date of Finality, and to the fullest extent permitted by law, Plaintiffs and Participating Class Members who do not opt out of the Settlement and each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns shall be deemed to have generally, fully, finally, and forever waived, released, relinquished, and discharged Defendant and each and all of the Released Parties from any and all claims, transactions, occurrences, demands, rights, liabilities, attorneys' fees and costs, and causes of action alleged or which could have been alleged in the Actions or PAGA Notice, and/or which were or could have been discussed during mediation, that arose during the Class Period, including but not limited to all claims or causes of action for: (a) Failure to provide minimum wages, overtime wages, meal periods, and/or rest breaks, and any claims relating to or that could have been brought under any California Department of Industrial Relations, Industrial Welfare Commission Order, California Labor Code section, or federal, local, or other wage and hour-related law or regulation; (b) Failure to provide accurate itemized wage statements, pay all wages due upon separation of employment, pay for unreimbursed business expenses, and any claims relating to or that could have been brought under any Industrial Wage Order or Labor Code section applicable to such claims and causes of action including for waiting time penalties under Labor Code section 203; (c) Violation of California Business and Professions Code §§17200, *et seq.*; and (d) all claims for attorneys' fees and costs relating to any of the foregoing claims. The foregoing released claims will be collectively referred to as the "Released Claims". It is further acknowledged and agreed that Plaintiffs and Participating Class Members who do not exclude themselves or opt out of the Settlement may discover facts or law different from, or in addition to, the facts or law now known or believed to be true but, nonetheless, this Release shall be and remain effective in all respects, notwithstanding such different or additional facts or discovery of them.

The PAGA Group Members will release PAGA claims, regardless of whether they opt-out, and will be barred from asserting PAGA claims whether or not they exclude themselves from the Settlement. This means that all PAGA Group Members including those who are Participating Class Members and those who exclude themselves from the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim resolved by this Settlement.

The PAGA Group Members' Releases for Participating and Non-Participating Class Members are as follows:

Upon the Date of Finality, and to the fullest extent permitted by law, Plaintiffs, the State of California, the PAGA Group Members, and each of Plaintiffs' and the PAGA Group Members' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall be deemed to have generally, fully, finally, and forever waived, released, relinquished, and discharged Defendant and each and all of the Released Parties from any and all claims and causes of action for PAGA penalties and attorneys' fees and costs that arose during the PAGA Period, were alleged or could have been alleged in the Actions or PAGA Notice, and/or which were or could have been discussed during mediation including, without limitation: (a) Any and all claims

involving Labor Code 201, 202, 203, 204, 210, 221, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1198, 2800, 2802, 2698; (b) Any claims relating to or that could have been brought under any Industrial Wage Order or Labor Code section applicable to such claims and causes of action, including but not limited to Industrial Welfare Commission Wage Order Nos. 1-2001, 4-2001 and all possible PAGA claims; and (c) any and all claims for attorneys' fees and costs.

HOW TO GET A SETTLEMENT PAYMENT

7. How do I get a settlement payment?

If the Settlement receives final approval by the Court, you will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Actions and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Actions arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

8. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **May 31, 2023** (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not exclude yourself or opt out, your individual payment is expected to be distributed after Defendant makes payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Actions as: ***VILLEGAS V. FIBER CARE BATHS, INC. SAN BERNARDINO COUNTY COURT CASE NO. CIVSB2114736 AND RIVERA V. FIBER CARE BATHS, INC. SAN BERNARDINO COUNTY CASE NO. CIVSB2114174***, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid.

Your **request to be excluded** to the Settlement Administrator must be postmarked no later than **April 29, 2023, or it will be invalid**. The Settlement Administrator's contact information is set forth below.

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

Requests to be excluded that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely request to be excluded on or before **April 29, 2023**, you will be bound by all terms of the Settlement, the Release, and the Final Order approved by the Court.

10. If I exclude myself, can I get anything from the settlement?

Once excluded, you will not be longer eligible for an Individual Class Payment and cannot object to any portion of the proposed Settlement. You cannot exclude yourself from the PAGA portion of the proposed Settlement. Defendant must pay the Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members will be bound by the release described above.

11. If I don't exclude myself, can I sue later?

No. If you don't exclude yourself, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the other released parties for the claims resolved by this Settlement.

12. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Gross Settlement Amount in attorneys' fees (currently equal to \$1,246,542) plus actual litigation costs and expenses (not to exceed \$40,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Gross Settlement Amount, up to Ten Thousand Dollars (\$10,000.00) to Plaintiff Villegas and up to Ten Thousand Dollars (\$10,000) to Plaintiff Rivera as Enhancement Awards for their participation in the Actions and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Two-Hundred and Twenty-Five Thousand Dollars (\$225,000) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Gross Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Twenty-Five Thousand Dollars (\$25,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

13. How do I object to the Settlement?

If you do not exclude yourself, you may object to the proposed Settlement, or any portion thereof, by completing a written objection your objection must be signed and mailed by regular U.S. Mail, postmarked no later than **April 29, 2023**, to the Settlement Administrator at the following address:

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

Your objection must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **April 29, 2023**, and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so. Any Class Member who submits an objection or appears at the Final Approval Hearing remains eligible to receive monetary compensation from the Settlement. A Class Member who excludes him or herself may not object to the proposed Settlement.

14. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on May 31, 2023, at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street San Bernardino, CA 92415. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

16. Do I have to come to the hearing?

No, but you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing.

17. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will be a Participating Class member, eligible to receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the releases described above.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the Settlement. More details are in the Joint Stipulation of Settlement and Settlement Agreement which is attached to the Declaration of Armond M. Jackson in Support of Plaintiff Villegas's and Plaintiff Rivera's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on September 28, 2022. The case is assigned to Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. The case file may be viewed online at <https://cap.sb-court.org/> and select "Case Search."

You may also contact Class Counsel or the Settlement Administrator for more information at the contact information listed below.

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is www.ilymgroup.com/fibercarebath.

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

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

***VILLEGAS V. FIBER CARE BATHS, INC.
SAN BERNARDINO COUNTY COURT CASE NO. CIVSB2114736 AND RIVERA V. FIBER
CARE BATHS, INC. SAN BERNARDINO COUNTY CASE NO. CIVSB2114174***

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE
ELIGIBLE TO RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE
SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO
THE
ADDRESS BELOW, POSTMARKED NO LATER THAN APRIL 29, 2023.**

***VILLEGAS V. FIBER CARE BATHS, INC.
AND RIVERA V. FIBER CARE BATHS, INC., ET. AL. ADMINISTRATOR
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax Number: (888) 845-6185***

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to be **excluded** from the class and **not** to participate in the proposed class action settlement. I understand this means that I will not be bound by the settlement and also **will not receive any settlement payments**. I also understand that I will be bound by the agreement concerning PAGA claims and cannot exclude myself from the PAGA settlement. I will also receive a payment for the resolution of the PAGA claims even if I exclude myself from the class claims.

Dated: _____, 2023.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)