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Attorneys for Plaintiff Sunny K. Tam, on behalf of himself
and other similarly-situated employees

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

SUNNY K. TAM, on behalf of himself
and other similarly-situated employees
Plaintiff,

v.

Q TECH CORPORATION, a California
Corporation; and DOES 1 Through 10,
inclusive,

Defendants.

Lead Case No. 21STCV18635
Related Case No. 21STCV19805

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

Date: March 22, 2023
Time: 9:00 a.m.

Judge: Elihu M. Berle
Dept.: SS6

1 I, Makenna Snow 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 *Tam v. Q Tech*
6 *Corporation* matter. I am authorized to make this declaration on behalf of ILYM Group and myself.
7 I have personal knowledge of the facts herein, and, if called upon to testify, I could and would
8 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 Class Action Settlement* both in English and Spanish (referred to as “Notice Packet”); (b)
18 receiving and processing requests for exclusion; (c) resolving Settlement Class Members’ disputes
19 over the number of workweeks Defendants have record of them working during the Class Period,
20 which was pre-printed on their individualized Class Notice; (d) calculating individual settlement
21 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings
22 as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
23 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
24 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
25 orders ILYM Group to perform.

26 4. On November 18, 2022, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice
28 Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On November 30, 2022, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address,
3 employment dates, and the total number of applicable workweeks worked for each Settlement
4 Class Member during the Class and PAGA Periods. The data file was uploaded to our database
5 and checked for duplicates and other possible discrepancies. The Class List contained 180
6 individuals.

7 6. As part of the preparation for mailing, all 180 names and addresses contained in the
8 Class List were then processed against the National Change of Address (“NCOA”) database,
9 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
10 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
11 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
12 address was found in the NCOA database, the updated address was used for the mailing of the
13 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
14 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

15 7. On December 21, 2022, the Notice Packet was mailed, via U.S First Class Mail, to
16 all 180 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
17 copy of the mailed Notice Packet.

18 8. As of the date of this declaration, 2 Notice Packets have been returned to our office.
19 Of the 2 returned Notice Packets, none included a returned with a forwarding address. ILYM Group
20 performed a computerized skip trace on the 2 returned Notice Packets, in an effort to obtain an
21 updated address for purpose of re-mailing the Notice Packet. As a result of this skip trace, 2 updated
22 addresses were obtained and the Notice Packet was promptly re-mailed to those Settlement Class
23 Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 2 Notice Packets have been re-mailed as
25 a result of ILYM Group’s skip tracing efforts.

26 11. As of the date of this declaration, ILYM Group has not received any requests for
27 exclusion. The deadline to request exclusion from the Settlement is February 21, 2023.

28 12. As of the date of this declaration, ILYM Group has not received any objections to

the Settlement. The deadline to file an objection to the Settlement is February 21, 2023.

13. As of the date of this declaration, ILYM Group will report a total of 180 Settlement Class Members, representing 100% of the 180 Settlement Class Members.

14. Settlement Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Award, Claims Administration Fees to ILYM Group, LWDA and the PAGA allocation:

Gross Settlement Fund	\$ 650,000.00
Attorney Fees (1/3 of the GSF)	\$ 216,666.67
Attorney Costs/ Expenses	\$ 15,544.31
Enhancement Award- Sunny K Tam	\$ 5,000.00
ILYM Group Fees	\$ 10,000.00
LWDA	\$ 56,250.00
PAGA Members	\$ 18,750.00
Net Settlement Fund	\$ 327,789.02

To determine a Settlement Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Settlement Class Members will receive an estimated average gross payment of \$1,821.05, with the estimated highest gross payment being \$2,937.93 and the estimated lowest gross payment being \$23.32.

15. To determine a PAGA Member's individual settlement award payment, the distribution shall be divided among all PAGA Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each PAGA Member during the PAGA Period, to the total number of Applicable Workweeks worked by all PAGA Members during the PAGA Period. Based

1 on these calculations, the Settlement Class Members will receive an estimated average payment of
2 \$104.17, with the estimated highest payment being \$167.79 and the estimated lowest payment
3 being \$3.17.

4 16. ILYM Group's total fees and costs for services in connection with the
5 administration of this Settlement, which includes fees and costs incurred to-date, as well as
6 anticipated fees and costs for completion of the settlement administration, are \$10,000.00.
7 Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's invoice.

8 ILYM Group's work in connection with this matter will continue with the calculation of the
9 settlement award payments, issuance and mailing of the settlement award checks, the necessary tax
10 filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or
11 the 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 19th day of January 2023, at Tustin, California.

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17 Makenna Snow
MAKENNA SNOW
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EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SUNNY K. TAM, on behalf of himself and
other similarly-situated employees

Plaintiff,

v.

Q TECH CORPORATION, a California
Corporation; and DOES 1 Through 10,
inclusive,

Defendants.

Lead Case No. 21STCV18635
Related Case No. 21STCV19805
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Elihu M. Berle
Department SS6

**NOTICE OF CLASS ACTION
SETTLEMENT**

TO: All current and former non-exempt, hourly-paid employees of Q Tech Corporation who worked in California at any time from May 17, 2017 to March 13, 2022.

Please read this notice carefully.

This notice permits you to file a notice of objection on or before February 21, 2023 if you wish to object to the proposed settlement, or to submit a request for exclusion on or before February 21, 2023 if you wish to be excluded from the proposed settlement. YOU ARE NOT BEING SUED.

Pursuant to the order of the Los Angeles County Superior Court, entered November 23, 2022. YOU ARE HEREBY NOTIFIED AS FOLLOWS: A proposed settlement has been reached between the parties in the lawsuit identified in the caption above, pending in Los Angeles County Superior Court, on behalf of the Settlement Class described above, which has been provisionally certified for purposes of this settlement.

You have received this notice because records indicate you qualify as a member of the Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.

I. BACKGROUND OF THE CASE

On May 17, 2021, Sunny Tam (“Plaintiff”) initiated an action in the Los Angeles County Superior Court entitled Sunny Tam v. Q Tech Corporation, case number 21STCV18635 (the “Litigation”). In the Litigation, Plaintiff asserts individual, class, and representative claims seeking damages and penalties, including civil penalties under the Private Attorneys General Act (“PAGA”), based on allegations of failure to pay minimum wages and/or overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to record hours worked, failure to timely pay all wages due upon termination, failure to record hours worked, and unfair competition.

Q Tech Corporation (“Q Tech” or “Defendant”) contends that Plaintiff’s claims are without merit, and disputes all claims for damages, penalties, and other relief. No court has ruled on the merits of the claims.

Plaintiff and his attorneys have vigorously prosecuted this case, and Q Tech has vigorously defended it. Although discovery has not been completed, the parties have investigated the facts to assess the relative merits of the claims and Q Tech’ defenses to those claims. Plaintiff’s attorneys (“Class Counsel”) have reviewed extensive documents and information produced by Q Tech.

Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the proposed settlement is fair, reasonable, and adequate.

On December 13, 2021, the parties attended a full day of mediation. After extensive negotiations and much effort, the Parties agreed to the settlement described in this Notice. The parties also agreed to separately settle the individual claims of Plaintiff Sunny K. Tam for allegations he was wrongfully terminated and discriminated against as set forth below. The Class Action and PAGA Settlement Agreement (“Agreement”) has been granted preliminary approval by the Court. The Agreement provisionally certifies the Class for purposes of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

Plaintiff and Class Counsel support this settlement. Among the reasons given for support include the risk that class certification could be denied, the inherent risk of trial on the merits, and the delays associated with litigation.

The settlement provides for the following:

A. Gross Settlement Fund: Q Tech will pay \$650,000 to settle the Litigation. The \$650,000 Gross Settlement Fund shall consist of the following elements: (a) Class Counsel’s Attorneys’ Fees; (b) Litigation Costs and Expenses; (c) Class Representative Service Payment; (d) Settlement Administration Expenses; (e) PAGA Payment; and (f) Net Settlement Fund. Each of these components is described below.

B. Class Counsel’s Attorneys’ Fees: Class Counsel anticipates requesting an attorney fee award of up to one-third of the Gross Settlement Fund (\$216,666.67), subject to court approval, which shall be paid from the Gross Settlement Fund.

C. Litigation Costs and Expenses: Class Counsel anticipates requesting an award of no more than \$20,000, subject to court approval, as reimbursement for litigation costs and expenses, which shall be paid from the Gross Settlement Fund.

D. Class Representative Service Payment: Plaintiff anticipates requesting an award of no more than \$5,000, subject to court approval, for his role as Class Representative, which shall be paid from the Gross Settlement Fund.

E. Private Attorneys General Act (PAGA) Payment: The parties have designated \$75,000 of the Gross Settlement Fund as representing the recovery of civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. Of this amount, 75% (\$56,250) will be paid to the California Labor and Workforce Development Agency (LWDA), and the remaining 25% (\$18,750) shall be allocated among the PAGA Members.

F. Settlement Administration Expenses: The parties have selected, and the Court has approved, ILYM Group, Inc. to administer the settlement. Upon final approval, Class Counsel will request that the Court approve a payment to ILYM Group, Inc. to cover its fees and costs associated with giving notice to the Class, administering and disbursing the Gross Settlement Fund, and other activities required to administer the settlement. The parties estimate that the payment to ILYM Group, Inc., subject to court approval, will be no more than \$10,000 which shall be paid from the Gross Settlement Fund.

G. Net Settlement Fund: The Net Settlement Fund consists of all funds remaining from the Gross Settlement Fund after subtraction of Class Counsel's Attorneys' Fees, Litigation Costs and Expenses, Class Representative Service Payment, PAGA Payment, and Settlement Administration Expenses. The Net Settlement Fund, estimated to be \$323,333.33, will be distributed to the Settlement Class as described below.

H. Class Defined: "Class" – mean all current and former non-exempt, hourly-paid employees of Q Tech Corporation who worked in California at any time during the Class Period.

I. Settlement Class Defined: "Settlement Class" – means all those persons who are members of the Class and who have not excluded themselves ("opted out") from the settlement.

J. Class Period and/or Settlement Period Defined: "Class Period" and/or "Settlement Period" – means the period from May 17, 2017 to March 13, 2022.

K. Allocation of Net Settlement Fund Among Settlement Class Members: The Net Settlement Fund will be allocated among Settlement Class Members on a proportional basis based on the number of workweeks each Settlement Class Member was employed by Q Tech in California as a non-exempt, hourly-paid employee during the Class Period. One day worked in a given week will be credited as a workweek for purposes of these calculations.

L. PAGA Members Defined: "PAGA Members" – means all current and former employees of Q Tech Corporation who worked in California at any during the PAGA Period as a non-exempt, hourly paid employee.

M. PAGA Period Defined: "PAGA Period" – means the period from March 4, 2020 to March 13, 2022.

N. Allocation of PAGA Payment: After 75% (\$56,250) of the PAGA Payment is paid to the LWDA, the remaining 25% (\$18,750) shall be allocated among the PAGA Members on a proportional basis based on the number of workweeks each PAGA Member worked during the PAGA Period. One day worked in a given week will be credited as a workweek for purposes of these calculations.

O. Tax Treatment of Payments to Settlement Class Members and PAGA Members: The Settlement Payments are payments for all claims in the Litigation or that reasonably could have been asserted based on the causes of action, claims and allegations in the Litigation. Of the payments to individual Settlement Class Members, one-fifth shall be designated as wages subject to payroll withholding to be reported on IRS Form W2s where required by law, and four-fifths shall be designated as interest and penalties to be reported on IRS Form 1099s where required by law. Outside of the Gross Settlement Fund, Q Tech shall be responsible for paying the employer's share of payroll taxes on any amounts allocated as wages. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or his Settlement Payment or Class Representative Service Payment. Payments to PAGA Members shall be designated as penalties to be reported on IRS Form 1099s where required by law. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

P. Q-Tech will pay Plaintiff Sunny Tam \$25,000 to settle any claims for wrongful termination and discrimination in exchange for a full release of all claims, as well as a release of claims under California Civil Code section 1542, which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as a Class member are represented by Plaintiff and Class Counsel. Unless you exclude yourself from the Class, you are a part of the Settlement Class, you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the Court, and you will be deemed to have released certain claims as described below. As a member of the Settlement Class you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and costs.

A. Your Estimated Share of the Settlement

Q Tech's records indicated that you worked <<SettlementPeriodWeeks>> weeks as a non-exempt hourly employee during the Claim Period and that <<PAGAPeriodWeeks>> of those workweeks were during the PAGA Period. Based on these records, if the Court grants final approval to the settlement your estimated payment is \$<<EstimatedShare>>.

B. Participating in the Settlement

If you qualify for inclusion in the Class and you wish to participate in the settlement, **you are NOT required to take any action.** If the Court grants final approval of the settlement and you qualify as a Class Member, you will receive a Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release Q Tech and all related or affiliated entities from any and all claims that you may have based on the allegations in the lawsuit.

C. Objecting to the Settlement

If you do not agree with the terms of the proposed settlement, you can object to the proposed settlement before final approval. However, if the Court rejects your objection and grants final approval to the settlement, you will be bound by the terms of the settlement. To object, you may simply appear at the Final Approval Hearing or submit a written objection to the Class Settlement Administrator no later than **February 21, 2023** at the following address:

Sunny Tam v. Q Tech Corporation
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Toll Free: (888) 250-6810

Any written objection must state each specific reason in support of your objection and any legal support for the objection. Your objection must also state your full name, address, telephone number, and the dates of your employment as a qualified member of the Class defined above. To be valid and effective, any written objection to final approval of the settlement must be postmarked and mailed to the Class Settlement Administrator no later than **February 21, 2023**. **PLEASE DO NOT TELEPHONE THE COURT.**

The procedures stated above for objecting to the Class Settlement do not apply to the PAGA settlement. Settlement Class Members and PAGA Members may not object to the PAGA settlement.

D. Excluding Yourself from the Settlement

If you qualify for inclusion in the Class but you do not wish to participate in the settlement, you may exclude yourself (i.e., "opt-out") by submitting a letter requesting exclusion to the Class Settlement Administrator. Your letter must be signed by you personally, and must clearly state: (1) your name, address, telephone number, the last four digits of your social security number, and the dates of your employment; and (2)

your wish to be excluded from the Class. **Your letter requesting exclusion must be postmarked and mailed on or before February 21, 2023, and mailed to the Class Settlement Administrator at the following address:**

Sunny Tam v. Q Tech Corporation

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Toll Free: (888) 250-6810

Any person who timely submits a letter following the procedures above to request exclusion from the Class shall, upon receipt, no longer be a member of the Class, shall be barred from participating in settlement as a member of the Settlement Class, may not object to the settlement, and shall receive no payment or benefits as a member of the Settlement Class. Any such person will not release any claims he or she may have against Q Tech.

If you exclude yourself from the Settlement, you will NOT receive any money from the Settlement unless you qualify as a PAGA Member, in which case you will receive a share of the PAGA Payment as set forth above. The procedures stated above for excluding yourself from the Settlement Class do not apply to the PAGA settlement. Settlement Class Members and PAGA Members may not exclude themselves from the PAGA settlement.

E. Challenging the Record of Your Weeks Worked

Section III.A. above states your estimated share of the Net Settlement Fund and PAGA Payment and the number of workweeks on which that estimate is based. If you believe that information is not accurate, you may state what you believe the correct number of workweeks to be and provide supporting documentation. The Settlement Administrator will then decide whether your estimated share should be revised. **Your written dispute must be postmarked and mailed on or before February 21, 2023, and mailed to the Class Settlement Administrator at the following address:**

Sunny Tam v. Q Tech Corporation

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Toll Free: (888) 250-6810

You may also provide corrected name, address, and/or telephone information on the Settlement Allocation Form.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Upon the Court's final approval of the class settlement and entry of final judgment, funding of the Gross Settlement amount and issuance of the Settlement Payments to each member of the Settlement Class, each Settlement Class member shall be deemed to have released Q Tech and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community (collectively the "Releasees"), from any and all "Released Class Claims" that arose during the period of May 17, 2017 to March 13, 2022. For the purposes of this Agreement, the Released Class Claims are defined as:

all claims, demands, rights, liabilities, and causes of action that were or could have been pled under local, state or federal law based on the facts alleged in the Amended Complaint against Defendant arising during the Class Period, including but not limited to claims for (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to pay wages timely to separated employees, and (7) violations of the Unfair Competition law.

Upon the Court's final approval of the class settlement and entry of final judgment, funding of the Gross Settlement amount, and issuance of the PAGA Payments to each of the PAGA Members, each PAGA Member shall be deemed to have released the Releasees from the "Released PAGA Claims," which is defined as:

any and all claims for civil penalties for violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, and 1198 under PAGA that Plaintiff alleged against the Released Parties on behalf of Aggrieved Employees and the State of California, based on the facts stated in Plaintiff's Amended Complaint and in Plaintiff's March 4, 2021 notice letter to the LWDA (including any amendments thereto), including all PAGA claims seeking civil penalties for (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay wages due during and upon separation from employment and (7) failure to maintain accurate records and which arose during the PAGA Period.

B. Payment to Settlement Class Members and PAGA Members

The Gross Settlement Fund will be distributed after the Court grants final settlement approval and enters judgment, and all appeals challenging the judgment have been resolved. There is no way to accurately predict how long this will take. To check on the progress of the settlement, you may call the settlement administrator at the toll-free number at the bottom of this page. *Please be patient.*

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department SS6 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012- Dept. SS6 on March 22, 2023 at 9:00 a.m. to 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 Class Counsel's Attorneys' Fees, Litigation Costs and Expenses, and the Class Representative Service Payment to be paid to the Plaintiff as Class Representative. Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than ten (10) days before this hearing, and will be available for review after that date.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing. (However, you are permitted to appear.)

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. Should you desire additional information, you may contact Class Counsel as follows:

Michael D. Singer
COHELAN KHOURY & SINGER
605 C Street, Ste. 200
Los Angeles, CA 92101
Tel: (619) 595-3001

If you wish to review the precise terms and conditions of the settlement, you are referred to the detailed Class Action and PAGA Settlement Agreement, which is on file with the Clerk of the Superior Court. The pleadings and other records in this litigation, including the Class Action Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, Hall of Justice Courthouse, Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California's Unclaimed Property Fund for the benefit of those Settlement Class Members and PAGA Members who did not cash their checks. If you lose or misplace a check, you should contact the Settlement Administrator immediately to request a replacement.

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT

Tam v. Q Tech Corporation, et al.
Los Angeles County Superior Court
Case No. 21STCV18635

CHANGE OF ADDRESS FORM

I wish to change my name and/or mailing address and/or other contact information, for purposes of receiving communications related to this Lawsuit, to the following:

Name (First, Middle, Last): _____

Former Names (if any): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): Home: _____ Work: _____

Email: _____

Last 4 digits of Social Security Number: _____ **[Required]**

I understand all future correspondence in this Action, including but not necessarily limited to important notices or settlement payments, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Dated: _____

Signature **[Required]**

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST CLASS MAIL TO:**

Tam v. Q Tech Corporation, et al.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE LOS ÁNGELES

SUNNY K. TAM, en su nombre y en el de
otros empleados en situación similar

Demandante,

c/

Q TECH CORPORATION, una Corporación
de California; y HACE del 1 al 10, inclusive,
Demandados.

Caso Principal No. 21STCV18635

Caso Relacionado No. 21STCV19805

ASIGNADO A TODOS LOS EFECTOS A:

Honorable Elihu M. Berle

Departamento SS6

**AVISO DE ACUERDO DE ACCIÓN DE
CLASE**

PARA: Todos los empleados actuales y anteriores no exentos y pagados por hora de Q Tech Corporation que trabajaron en California en cualquier momento desde el 17 de mayo de 2017 hasta el 13 de marzo de 2022.

Por favor lea este aviso detenidamente.

Este aviso le permite presentar una notificación de objeción antes del 21 de febrero de 2023 si desea objetar el acuerdo propuesto, o presentar una solicitud de exclusión debe hacerlo antes del 21 de febrero de 2023 si desea ser excluido del acuerdo propuesto. USTED NO ESTA SIENDO DEMANDADO.

De conformidad con la orden del Tribunal Superior del Condado de Los Ángeles, ingresado el 23 de noviembre de 2022. POR LA PRESENTE SE LE NOTIFICA LO SIGUIENTE: Se ha llegado a un acuerdo propuesto entre las partes en la demanda identificada en el epígrafe anterior, pendiente en el Tribunal Superior del Condado de Los Ángeles, en nombre de la Clase del Acuerdo descrita anteriormente, que ha sido certificado provisionalmente para los fines de este acuerdo.

Ha recibido este aviso porque los registros indican que califica como miembro de la Clase. Este aviso está diseñado para informarle sobre cómo puede participar en el acuerdo, cómo puede objetar el acuerdo y cómo puede excluirse del acuerdo.

I. ANTECEDENTES DEL CASO

El 17 de mayo de 2021, Sunny Tam ("Demandante") inició una acción en el Tribunal Superior del Condado de Los Ángeles titulada Sunny Tam c/ Q Tech Corporation, caso número 21STCV18635 (el "Litigio"). En el Litigio, el Demandante afirma reclamaciones individuales, de clase y representativas que buscan reparaciones por daños y sanciones, incluidas sanciones civiles bajo la Ley General de Abogados Privados ("PAGA"), basadas en alegaciones por no pagar salarios mínimos y/o salarios de horas extras, no proporcionar períodos de comida, no proporcionar períodos de descanso, no proporcionar declaraciones de salarios detalladas y precisas, no registrar las horas trabajadas, no pagar a tiempo todos los salarios adeudados al terminar, no registrar las horas trabajadas y competencia desleal.

Q Tech Corporation ("Q Tech" o "Demandado") sostiene que las reclamaciones del Demandante no tienen mérito, y disputa todas las reclamaciones por daños, sanciones y otras reparaciones. Ningún tribunal se ha pronunciado sobre el fondo de las reclamaciones.

El Demandante y sus abogados han procesado enérgicamente este caso, y Q Tech lo ha defendido enérgicamente. Aunque el descubrimiento no se ha completado, las partes han investigado los hechos para evaluar los méritos relativos de las reclamaciones y las defensas de Q Tech a esas reclamaciones. Los abogados del Demandante ("Abogados de la Clase") han revisado extensos documentos e información producidos por Q Tech.

Los Abogados de la Clase creen que los procedimientos adicionales en este caso, incluyendo un juicio y apelaciones probables, serían muy costosos y prolongados. Nadie puede predecir con seguridad cómo se resolverán en última instancia las diversas cuestiones legales del asunto, incluido el monto de los daños. Por lo tanto, después de considerar cuidadosamente todos los hechos y circunstancias de este caso, los Abogados de la Clase consideran que el Acuerdo propuesto es justo, razonable y adecuado.

El 13 de diciembre de 2021, las partes asistieron a un día completo de mediación. Después de extensas negociaciones y mucho esfuerzo, las Partes acordaron el acuerdo descrito en este Aviso. Las partes también acordaron resolver por separado las reclamaciones individuales del Demandante Sunny K. Tam por alegaciones de que fue despedido y discriminado injustamente como se establece a continuación. El Tribunal ha otorgado aprobación preliminar a la Demanda de Acción de Clase y al Acuerdo de Conciliación PAGA ("Acuerdo"). El Acuerdo certifica provisionalmente a la Clase para los fines de este acuerdo.

II. RESUMEN DEL ACUERDO PROPUESTO

El Demandante y los Abogados de la Clase respaldan el Acuerdo. Entre las razones dadas para el apoyo incluyen el riesgo de que la certificación de clase podría ser denegada, el riesgo inherente de juicio en cuanto al fondo, y los retrasos asociados con los litigios.

El Acuerdo establece lo siguiente:

A. Fondo Bruto del Acuerdo: Q Tech pagará \$650,000 para resolver el Litigio. El Fondo Bruto del Acuerdo es de \$650,000 consistirá en los siguientes elementos: (a) Honorarios de Abogados de la Clase; (b) Costos y Gastos de Litigios; (c) Pago del Servicio del Representante de la Clase; (d) Gastos de Administración del Acuerdo; (e) Pago PAGA; y (f) Fondo Neto del Acuerdo. Cada uno de estos componentes se describe a continuación con mayor detalle.

B. Honorarios de los Abogados de la Clase: Los Abogados de la Clase anticipan solicitar una adjudicación de honorarios de abogados de hasta un tercio del Fondo Bruto del Acuerdo (\$216,666.67), sujeto a la aprobación del tribunal, que se pagará con cargo al Fondo Bruto del Acuerdo.

C. Costos y Gastos de Litigio: los Abogados de la Clase anticipan solicitar una adjudicación de no más de \$20,000, sujeto a la aprobación del tribunal, como reembolso por los costos y gastos de litigio, que se pagarán con cargo al Fondo Bruto del Acuerdo.

D. Pago del Servicio del Representante de la Clase: El Demandante anticipa solicitar una adjudicación de no más de \$5,000, sujeto a la aprobación del tribunal, por su papel como Representante de la Clase, que se pagará con cargo al Fondo Bruto del Acuerdo.

E. Pago de la Ley General de Abogados Privados (PAGA): Las partes han designado \$75,000 del Fondo Bruto del Acuerdo como representando la recuperación de sanciones civiles de conformidad con la Ley General de Abogados Privados del Código Laboral de 2004. De esta cantidad, el 75% (\$56,250) se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (LWDA), y el 25% restante (\$18,750) se asignará entre los Miembros PAGA.

F. Gastos de Administración del Acuerdo: Las partes han seleccionado, y el Tribunal ha aprobado, ILYM Group, Inc. para administrar el acuerdo. Tras la aprobación final, los Abogados de la Clase solicitarán

que el Tribunal apruebe un pago a ILYM Group, Inc. para cubrir sus honorarios y costos asociados con la notificación a la Clase, la administración y el desembolso del Fondo Bruto del Acuerdo, y otras actividades necesarias para administrar el acuerdo. Las partes estiman que el pago a ILYM Group, Inc., sujeto a la aprobación del tribunal, no será más de \$10,000 que se pagarán con cargo al Fondo Bruto del Acuerdo.

G. Fondo Neto del Acuerdo: El Fondo Neto del Acuerdo consiste en todos los fondos restantes del Fondo Bruto del Acuerdo después de restar los Honorarios de los Abogados de la Clase, los Costos y Gastos de Litigio, el Pago del Servicio del Representante de la Clase, el Pago PAGA y los Gastos de Administración del Acuerdo. El Fondo Neto del Acuerdo, estimado en \$323,333.33, se distribuirá a la Clase del Acuerdo como se describe a continuación.

H. Clase Definida: "Clase": significa todos los empleados actuales y anteriores no exentos, pagados por hora de Q Tech Corporation que trabajaron en California en cualquier momento durante el Período de la Clase.

I. Clase del Acuerdo Definida: "Clase del Acuerdo": significa todas aquellas personas que son miembros de la Clase y que no se han excluido ("excluido") del acuerdo.

J. Período de la Clase y/o Período del Acuerdo Definido: "Período de la Clase" y/o "Período del Acuerdo": significa el período comprendido entre el 17 de mayo de 2017 y el 13 de marzo de 2022.

K. Asignación del Fondo Neto del Acuerdo entre los Miembros de la Clase del Acuerdo: El Fondo Neto del Acuerdo se asignará entre los Miembros de la Clase del Acuerdo de manera proporcional en función del número de semanas laborales que cada Miembro de la Clase del Acuerdo haya sido empleado por Q Tech en California como empleado no exento, remunerado por hora durante el Período de la Clase. Un día trabajado en una semana determinada se acreditará como una semana laboral para los fines de estos cálculos.

L. Miembros PAGA Definidos: "Miembros PAGA": significa todos los empleados actuales y anteriores de Q Tech Corporation que trabajaron en California durante el Período PAGA como empleados no exentos y pagados por hora.

M. Período PAGA definido: "Período PAGA": significa el período comprendido entre el 4 de marzo de 2020 y el 13 de marzo de 2022.

N. Asignación del Pago PAGA: Después de que el 75% (\$56,250) del Pago PAGA se pague a la LWDA, el 25% restante (\$18,750) se asignará entre los Miembros PAHA de manera proporcional en función del número de semanas laborales que trabajó cada Miembro PAGA durante el Período PAGA. Un día trabajado en una semana determinada se acreditará como una semana laboral para los fines de estos cálculos.

O. Tratamiento fiscal de los pagos a los Miembros de la Clase del Acuerdo y a los Miembros PAGA: Los Pagos del Acuerdo son pagos por todas las reclamaciones en el Litigio o que razonablemente podrían haberse afirmado en función de las causas de acción, reclamaciones y alegaciones en el Litigio. De los pagos a los Miembros individuales de la Clase del Acuerdo, una quinta parte se designará como salarios sujetos a retención de nómina que se informarán en el Formulario W2 del IRS cuando lo exija la ley, y cuatro quintas partes se designarán como intereses y multas que se informarán en el Formulario 1099 del IRS cuando lo exija la ley. Fuera del Fondo Bruto del Acuerdo, Q Tech será responsable de pagar la parte del empleador de los impuestos sobre la nómina sobre cualquier cantidad asignada como salarios. Cada Miembro de la Clase del Acuerdo será responsable de remitir a las autoridades fiscales estatales y/o federales cualquier impuesto aplicable que pueda adeudarse sobre la parte de su Pago del Acuerdo o Pago del Servicio del Representante de la Clase. Los pagos a los Miembros PAGA se designarán como multas que se informarán en el Formulario 1099

del IRS cuando lo exija la ley. El Administrador del Acuerdo deberá informar toda la información requerida a las autoridades fiscales apropiadas con respecto a todos los pagos realizados de conformidad con este Acuerdo.

P. Q-Tech pagará al Demandante Sunny Tam \$25,000 para resolver cualquier reclamación por terminación injusta y discriminación a cambio de una liberación completa de todas las reclamaciones, así como una liberación de reclamaciones bajo la sección 1542 del Código Civil de California, que establece: Una liberación general no se extiende a reclamaciones que el acreedor o la parte liberadora no sabe o sospecha que existen a su favor al momento de ejecutar la liberación y que, si él o ella lo supiera, habrían afectado materialmente su acuerdo con el deudor o la parte liberada.

III. ¿CUÁLES SON SUS DERECHOS COMO MIEMBRO DE LA CLASE?

Sus intereses como miembro de la Clase están representados por el Demandante y los Abogados de la Clase. A menos que se excluya de la Clase, usted es parte de la Clase del Acuerdo, estará obligado por los términos del acuerdo y cualquier sentencia final que pueda dictar el Tribunal, y se considerará que ha liberado ciertas reclamaciones como se describe a continuación. Como miembro de la Clase, usted no será responsable por separado del pago de los honorarios del abogado o del reembolso de los gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de su propio abogado.

A. Su Parte Estimada del Acuerdo

Los registros de Q Tech indicaron que trabajó <<SemanasPeriodoAcuerdo>> semanas como empleado por hora no exento durante el Período de reclamación y que <<SemanasPeriodoPAGA>> de esas semanas laborales fueron durante el Período PAGA. Según estos registros, si el Tribunal otorga la aprobación final al acuerdo, su pago estimado es de \$<<ParteEstimada>>.

B. Participar en el Acuerdo

Si califica para la inclusión en la Clase y desea participar en el acuerdo, **NO está obligado a tomar ninguna acción**. Si el Tribunal otorga la aprobación final del acuerdo y usted califica como Miembro de la Clase, recibirá un Pago del Acuerdo basado en los cálculos descritos anteriormente. También estará sujeto a los términos del acuerdo y liberará a Q Tech y a todas las entidades relacionadas o afiliadas de todas y cada una de las reclamaciones que pueda tener en base a las alegaciones en la demanda.

C. Objetar el Acuerdo

Si no está de acuerdo con los términos del acuerdo propuesto, puede objetar el acuerdo propuesto antes de la aprobación final. Sin embargo, si el Tribunal rechaza su objeción y otorga la aprobación final al acuerdo, usted estará obligado por los términos del acuerdo. Para objetar, simplemente puede comparecer en la Audiencia de Aprobación Final o presentar una objeción por escrito al Administrador del Acuerdo de la Clase a más tardar el **21 de febrero de 2023** en la siguiente dirección:

Sunny Tam v. Q Tech Corporation

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Llame gratis al (888) 250-6810

La objeción por escrito debe indicar cada razón específica para su objeción y cualquier respaldo legal para la objeción. Su objeción también debe indicar su nombre completo, dirección, número de teléfono y las fechas de su empleo como miembro calificado de la Clase definida anteriormente. Para ser válido y efectivo, cualquier objeción por escrito a la aprobación final del acuerdo debe tener un matasellos y enviarse por correo

al Administrador del Acuerdo de Clase a más tardar el **21 de febrero de 2023. POR FAVOR, NO LLAME POR TELÉFONO A LA CORTE.**

Los procedimientos establecidos anteriormente para objetar el Acuerdo de Acción de Clase no se aplican al acuerdo PAGA. Los Miembros de la Clase del Acuerdo y los Miembros PAGA no pueden objetar el acuerdo PAGA.

D. Excluirse del Acuerdo

Si califica para la inclusión en la Clase pero no desea participar en el acuerdo, puede excluirse (es decir, "optar por no participar") enviando una carta solicitando la exclusión al Administrador del Acuerdo de la Clase. Su carta debe estar firmada por usted personalmente y debe indicar claramente: (1) su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social y las fechas de su empleo; y (2) su deseo de ser excluido de la Clase. **Su carta solicitando la exclusión debe tener un matasellos y enviarse por correo el 21 de febrero de 2023 o antes, y enviarse por correo al Administrador del Acuerdo de Clase a la siguiente dirección:**

Sunny Tam v. Q Tech Corporation
 ILYM Group, Inc.
 P.O. Box 2031
 Tustin, CA 92781
 Llame gratis al (888) 250-6810

Cualquier persona que presente oportunamente una carta siguiendo los procedimientos anteriores para solicitar la exclusión de la Clase, una vez recibida, ya no será miembro de la Clase, se le prohibirá participar en el acuerdo como miembro de la Clase del Acuerdo, no podrá objetar el acuerdo y no recibirá ningún pago o beneficio como miembro de la Clase del Acuerdo. Dicha persona no liberará ninguna reclamación que pueda tener contra Q Tech.

Si se excluye del Acuerdo, NO recibirá ningún dinero del Acuerdo a menos que califique como Miembro PAGA, en cuyo caso recibirá una parte del Pago PAGA como se establece anteriormente. Los procedimientos establecidos anteriormente para excluirse de la Clase del Acuerdo no se aplican al acuerdo PAGA. Los Miembros de la Clase del Acuerdo y los Miembros PAGA no pueden excluirse del acuerdo PAGA.

E. Disputar el Registro de sus Semanas Trabajadas

La Sección III.A. anterior establece su participación estimada en el Fondo Neto del Acuerdo y el Pago PAGA y el número de semanas laborales en las que se basa esa estimación. Si cree que la información no es precisa, puede indicar cuál cree que es el número correcto de semanas laborales y proporcionar documentación de respaldo. El Administrador del Acuerdo decidirá entonces si su parte estimada debe revisarse. **Su disputa por escrito debe tener un matasellos y enviarse por correo el 21 de febrero de 2023 o antes, y enviarse por correo al Administrador del Acuerdo de Clase a la siguiente dirección:**

Sunny Tam v. Q Tech Corporation
 ILYM Group, Inc.
 P.O. Box 2031
 Tustin, CA 92781
 Llame gratis al (888) 250-6810

También puede proporcionar nombre, dirección y/o información telefónica corregida en el Formulario de Asignación del Acuerdo.

IV. EFFECTOS DEL ACUERDO

A. Derechos y Reclamaciones Liberadas.

Tras la aprobación final del Tribunal del acuerdo de clase y la entrada de la sentencia final, la financiación del Monto Bruto del Acuerdo y la emisión de los Pagos del Acuerdo a cada miembro de la Clase del Acuerdo, se considerará que cada miembro de la Clase del Acuerdo ha liberado a Q Tech y cada una de sus divisiones, subsidiarias, sociedades, matrices, compañías afiliadas, fideicomisos u otras entidades relacionadas, pasadas y presentes, y cada uno de ellos, así como a cada uno de sus directores, funcionarios, accionistas, socios, miembros, representantes, albaceas, fideicomisarios, fiduciarios, administradores, beneficiarios, cesionarios, sucesores, gerentes comerciales, agentes, contratistas, aseguradoras, abogados y empleados, pasados y presentes, y cada uno de ellos y su comunidad matrimonial (colectivamente los "Liberados"), de cualquiera y todas las "Reclamaciones de Clase Liberadas" que surgieron durante el período del 17 de mayo de 2017 al 13 de marzo de 2022. A los efectos de este Acuerdo, las Reclamaciones de Clase Liberadas se definen como:

todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción que fueron o podrían haber sido prometidas bajo la ley local, estatal o federal basada en los hechos alegados en la Demanda Enmendada contra el Demandado que surjan durante el Período de la Clase, incluyendo pero no limitado a reclamaciones por (1) incumplimiento de pago de salarios mínimos y regulares, (2) incumplimiento de pago de salarios de horas extras, (3) incumplimiento al proporcionar períodos de comida o pago en lugar de los mismos, (4) incumplimiento al proporcionar períodos de descanso o pago en lugar de los mismos, (5) incumplimiento al proporcionar declaraciones salariales detalladas precisas, (6) incumplimiento de pago de salarios a tiempo a los empleados desvinculados, y (7) violaciones de la ley de Competencia Desleal.

Tras la aprobación final por parte del Tribunal del acuerdo de acción de clase y la entrada de la sentencia final, el financiamiento del Monto Bruto del Acuerdo y la emisión de los pagos PAGA a cada uno de los miembros PAGA, se considerará que cada miembro PAGA ha liberado a los Liberados de las "Reclamaciones PAGA Liberadas", que se define como:

todas y cada una de las reclamaciones de sanciones civiles por violaciones de las Secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197 y 1198 del Código Laboral de California en virtud PAGA que el Demandante alegó contra las Partes Liberadas en nombre de los Empleados Agraviados y el Estado de California, en base a los hechos establecidos en la Demanda Enmendada del Demandante y en la carta de notificación del Demandante del 4 de marzo de 2021 a la LWDA (incluidas las enmiendas a la misma), incluidas todas las reclamaciones PAGA que buscan sanciones civiles por (1) incumplimiento del pago de salarios mínimos y regulares, (2) incumplimiento del pago de salarios por horas extras, (3) incumplimiento al proporcionar períodos de comida o pago en lugar de los mismos, (4) incumplimiento al proporcionar períodos de descanso o pago en lugar de los mismos, (5) incumplimiento de proporcionar declaraciones salariales detalladas precisas, (6) incumplimiento del pago oportuno durante y al momento de la terminación del empleo e (7) incumplimiento de mantener registros precisos y que surgieron durante el Período PAGA.

B. Pago a los Miembros de la Clase del Acuerdo y Miembros PAGA

El Fondo Bruto del Acuerdo se distribuirá después de que el Tribunal otorgue la aprobación final del acuerdo y dicte sentencia, y todas las apelaciones que impugnen la sentencia hayan sido resueltas. No hay forma

de predecir con precisión cuánto tiempo llevará esto. Para verificar el progreso del acuerdo, puede llamar al Administrador del Acuerdo al número gratuito al final de esta página. *Le rogamos que tenga paciencia.*

V. AUDIENCIA DE APROBACIÓN FINAL DEL ACUERDO

El Tribunal celebrará una audiencia en el Departamento SS6 del Tribunal Superior del Condado de Los Ángeles, Spring Street Courthouse, 312 North Spring Street, Los Ángeles, CA 90012- Dept. SS6 el 22 de marzo de 2023 a las 9:00 a.m. para determinar si el acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe la solicitud de los Abogados de la Clase para los Honorarios de los Abogados de la Clase, los Costos y Gastos de Litigio y el Pago del Servicio del Representante de la Clase que se pagará al Demandante como Representante de la Clase. La solicitud de los Abogados de la Clase para los honorarios de los abogados y el reembolso de los gastos estará archivada en el Tribunal a más tardar diez (10) días antes de esta audiencia, y estará disponible para su revisión después de esa fecha.

La audiencia puede continuar sin nuevo aviso a los Miembros de la Clase. No es necesario que comparezca en esta audiencia. (Sin embargo, se le permite hacerlo).

VI. INFORMACIÓN ADICIONAL

Lo indicado anteriormente es un resumen de los términos básicos del Acuerdo. Si desea información adicional, puede comunicarse con los Abogados de la Clase de la siguiente manera:

Michael D. Singer
COHELAN KHOURY Y CANTANTE
605 C Street, Ste. 200
Los Ángeles, CA 92101
Tel: (619) 595-3001

Si desea revisar los términos y condiciones precisos del acuerdo, se le remite a la Demanda de Acción de Clase detallada y al Acuerdo de Conciliación PAGA, que está archivado con el Secretario del Tribunal Superior. Las alegaciones y otros registros en este litigio, incluido el Acuerdo de Conciliación de Acción de Clase, pueden examinarse en cualquier momento durante el horario comercial regular en la Oficina del Secretario del Tribunal Superior del Condado de Los Ángeles, Tribunal del Salón de Justicia, Tribunal Superior, Palacio de Justicia de Spring Street, 312 North Spring Street, Los Ángeles, CA 90012.

Los cheques de liquidación deben cobrarse inmediatamente después de su recepción. Los ingresos de los cheques que permanezcan sin cobrar después de 180 días a partir de la fecha de emisión se enviarán al Fondo de Propiedad No Reclamada del Estado de California para el beneficio de los Miembros de la Clase del Acuerdo y los Miembros PAGA que no cobraron sus cheques. Si pierde o pierde un cheque, debe comunicarse con el Administrador del Acuerdo de inmediato para solicitar un reemplazo.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

POR ORDE DEL TRIBUNAL SUPERIOR

Tam c/ Q Tech Corporation, et al.
Tribunal Superior de Los Ángeles
Caso No. 21STCV18635

FORMULARIO DE CAMBIO DE DIRECCIÓN

Deseo cambiar mi nombre y/o dirección postal y/u otra información de contacto, a los efectos de recibir comunicaciones relacionadas con esta Demanda, a lo siguiente:

Nombre (Primer nombre, Segundo Nombre, Apellido): _____

Nombres Anteriores (de haberlos): _____

Dirección de Residencia: _____

Ciudad, Estado, Código Postal: _____

Número(s) de teléfono: Hogar: _____ Trabajo: _____

E-mail: _____

Últimos 4 dígitos del Número de Seguro Social: _____ **[Obligatorio]**

Entiendo que toda la correspondencia futura en esta Acción, incluidos, entre otros, los avisos importantes o los pagos del acuerdo, se enviará a la dirección mencionada anteriormente y no a la dirección utilizada anteriormente. Por la presente solicito y doy mi consentimiento para el uso de la dirección mencionada anteriormente para estos fines.

Fecha: _____, 2022

Firma

[Obligatorio]

**REGRESE ESTE FORMULARIO EN EL SOBRE PROPORCIONADO
O POR CORREO DE PRIMERA CLASE DE LOS ESTADOS UNIDOS A:**

Tam c/ Q Tech Corporation, et al.
c/o ILYM Group, Inc.
Apartado Postal 2031
Tustin, CA 92781

EXHIBIT “B”

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATORS

888.250.6810

WWW.ILYMGROUPCLASSACTION.COM

BILL TO

Tam v. Q Tech Corporation
Lead Case Number: 21STCV18635
Related Case Number: 21STCV19805

INVOICE

DATE 01/18/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Initial Set Up- Import and Formatting of Data		4	150.00	600.00
Programming of Class Database		3	175.00	525.00
Project Manager (Case notification and maintenance)		6	120.00	720.00
Staff Hours for Processing Returned Mail		1	70.00	70.00
Staff Hours For processing opt-outs, dispute(s) & objection(s)		1	70.00	70.00
Report Processing		4	70.00	280.00
NCOA		1	30.00	30.00
Toll Free Customer Service Rep		1	58.30	58.30
Static Website, Includes Hosting		1	750.00	750.00
Fulfillment of Notices		180	2.50	450.00
USPS First Class Postage		180	0.55	99.00
Re-mails (Forward/Skip Trace- Includes Postage)		2	3.00	6.00
Storage, Photocopies, Deliveries		1	300.00	300.00
Distribution Setup & Management		4	150.00	600.00
Account Reconciliation & Distribution Reporting		3	125.00	375.00
Check Stub & Release- Print & Mail (W-2/1099)		180	1.50	270.00
USPS First Class Postage		180	0.55	99.00

ILYM Group, Inc.
14751 Plaza Dr., Ste J
Tustin, CA 92780

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Re-mails (Forward/Skip Trace- Includes Postage)		8	2.00	16.00
Preparation of Taxes		13	120.00	1,560.00
Annual Filing of Tax Return		1	1,500.00	1,500.00
Data Manager Final Reporting		3	100.00	300.00
Project Manager Final Reporting		3	120.00	360.00
Process Unclaimed Fund To State Controller		1	750.00	750.00
Declaration		2	125.00	250.00
NOT TO EXCEED \$10,000		1	-38.30	-38.30

TOTAL DUE	\$10,000.00
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