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on behalf of himself and all others similarly situated and aggrieved

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on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES- SPRING STREET COURTHOUSE

MARIO ANGEL MENDOZA, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiffs,

v.

AMUSEMENT INDUSTRY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV09790

[Assigned to the Hon. Carolyn B. Kuhl, in
Dept. 12]

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

Date: March 23, 2023

Time: 10:30 a.m.

Dept: 12

1 I, Nicole Bench, 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 Settlement Administrator for the above captioned *Mendoza*
6 *et al. v. Amusement Industry Inc. d.b.a., Westland Real Estate Group* matter. I am authorized to
7 make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts
8 herein, and, if called upon to testify, I could and would testify competently to such facts.

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

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved 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) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Notice of Proposed Class Action Settlement*,
18 in both English and Spanish (referred to as “Notice Packet”); (c) receiving and processing requests
19 for exclusion and objections to the Settlement; (d) 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; (e) establishing a QSF account and
22 calculating individual settlement award amounts; (f) processing and mailing settlement award
23 checks; (g) handling tax withholdings as required by the Settlement and the law; (h) preparing,
24 issuing and filing tax returns and other applicable tax forms; (i) handling the distribution of any
25 unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as the
26 Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 4. On October 18, 2022, 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 October 27, 2022, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, social security number, last known mailing address, last
6 known telephone number (if applicable) and dates of employment worked for each Settlement Class
7 Member, Technician Class Member and PAGA Employee. The data file was uploaded to our
8 database and checked for duplicates and other possible discrepancies. The Class List contained 366
9 individuals.

10 6. On October 27, 2022, ILYM Group provided Defense Counsel with a list of
11 questions and discrepancies regarding the class data in order for ILYM to proceed with the
12 preliminary calculations for the initial mailing.

13 7. On November 7, 2022, Defendant produced additional data containing multiple files
14 to ILYM Group regarding the outstanding discrepancies. After review of the data files and issues
15 with verification of the qualifying class members, ILYM Group and Defendant were required to
16 have multiple phone conferences and requested supplemental data files to resolve and finalize the
17 final class list.

18 8. On December 16, 2022, Defendant produced the final additional data files to ILYM
19 Group. ILYM Group has resolved the outstanding discrepancies and the total class size is 366.

20 9. As part of the preparation for mailing, all 366 names and addresses contained in the
21 Class List were then processed against the National Change of Address ("NCOA") database,
22 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
23 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
24 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
25 address was found in the NCOA database, the updated address was used for the mailing of the
26 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
27 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.
28

1 10. On December 23, 2022, a link to ILYM Group's website was set up for Class
2 Members to access relevant court documents. The website link is www.ilymgrouppclassaction.com.
3 Also, the following telephone number, (888) 250-6810, was included in the Notice Packet for Class
4 Members to call should they have questions or want additional information.

5 11. On December 23, 2022, the Notice Packet was mailed, in both English and Spanish,
6 via U.S First Class Mail, to all 366 individuals contained in the Class List. Attached hereto, as
7 **Exhibit A**, is a true and correct copy of the mailed Notice Packet in both English and Spanish. This
8 is not a claims-made settlement so there is no claim form to be filled out and returned.

9 12. As of the date of this declaration, 31 Notice Packets have been returned to our office
10 as undeliverable. Of the 31 returned Notice Packets, none included a return with a forwarding
11 address. ILYM Group performed a computerized skip trace on the 31 returned Notice Packets that
12 did not have a forwarding address, in an effort to obtain an updated address for purpose of re-
13 mailing the Notice Packet. As a result of this skip trace, 24 updated addresses were obtained and
14 the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S First Class
15 Mail. In addition, 1 Settlement Class Member contacted ILYM Group to request that a Notice
16 Packet be re-mailed to them.

17 13. As of the date of this declaration, a total of 25 Notice Packets have been re-mailed
18 Specifically, 24 Notice Packets were remailed as a result of ILYM Group's skip tracing efforts and
19 1 Notice Packet was re-mailed as result of a request by a Settlement Class Member.

20 14. As of the date of this declaration, a total of 31 Notice Packets have been deemed
21 undeliverable as no updated address was found notwithstanding the skip tracing.

22 15. As of the date of this declaration, ILYM Group has not received any requests for
23 exclusion. The deadline to request exclusion from the Settlement was February 6, 2023.

24 16. As of the date of this declaration, ILYM Group has not received any objections to
25 the Settlement. The deadline to submit an objection to the Settlement was February 6, 2023.

26 17. As of the date of this declaration, ILYM Group has received 1 dispute from a
27 Settlement Class Member which has been forwarded to Defense Counsel for review.
28

1 18. As of the date of this declaration, ILYM Group will report a total of 366
2 Participating Class Member's, representing 100% of the 366 Settlement Class Members.
3 Specifically, 75 individuals were part of the Technician Class. The total number of work weeks
4 worked by the Participating Class Members during the class period is 39,865.00. As of the date of
5 this declaration, the Escalator Clause has not been triggered.

6 19. Participating Class Members will receive a proportional share of the Net Settlement
7 Fund through individual settlement payments, based on the number of workweeks worked by Class
8 Members during the Class Period. For the Technician Class, Participating Class Members will
9 receive individual settlement payments based on an equal share of \$100,000.00. The Net Settlement
10 Fund is the amount remaining after deduction of the Court-approved payments from the Gross
11 Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative
12 Enhancement Awards, Claims Administration Fees to ILYM Group, the Technician Settlement
13 payments, and the PAGA allocation.

14	Gross Settlement Amount	\$1,118,580.00
15	Attorney's Fees:	\$391,503.00
16	Attorney Litigation Costs:	\$27,847.31
17	Enhancement Award to Plaintiff:	\$7,500.00
18	Enhancement Award to Plaintiff:	\$7,500.00
19	ILYM Group Fees:	\$11,275.00
20	Technician Settlement Payment:	\$100,000.00
21	PAGA Payment to LWDA:	\$37,500.00
22	PAGA Allocation to Aggrieved Employees:	\$12,500.00
23	Net Settlement Amount	\$522,954.69

24 To determine a Participating Class Members individual settlement award payment, the distribution
25 shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable
26 Workweeks worked by each Class Member during the Class Period, to the total number of
27 Applicable Workweeks worked by all Class Members during the Class Period. ILYM Group reports
28 a total of 75 qualifying Technician Settlement Class Members. To determine a Participating

1 Technician Class Member's individual settlement award payment, payments are distributed on an
2 equal basis of \$100,000.00. Based on these calculations, the total Participating Claimants (including
3 the Technician Class), will receive an estimated average gross payment of \$1,702.06, with the
4 estimated highest gross payment being \$4,691.58.

5 20. In Addition, ILYM Group reports a total of 192 PAGA Employees who worked
6 12,995 work weeks during the PAGA Period. The PAGA payment shares to the PAGA Employees
7 will be calculated based on the number of Work Weeks worked during the PAGA Period. The
8 distribution will be divided among all PAGA Employees on a pro rata basis, based on the ratio of
9 the Applicable PAGA Work Weeks worked by each PAGA Employee during the PAGA Period, to
10 the total number of Applicable PAGA Work Weeks worked by all PAGA Employees during the
11 PAGA Period. Based on these calculations, the PAGA Employees will receive an estimated average
12 payment of \$65.10, with the estimated highest payment being \$93.31.

13 21. ILYM Group's total fees and costs for services in connection with the administration
14 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
15 costs for completion of the settlement administration, are \$11,275.00. ILYM Group's work in
16 connection with this matter will continue with the calculation of the settlement award payments,
17 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
18 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
19 Group to perform.

20 I declare under penalty of perjury under the laws of the State of California and the United
21 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
22 was executed this 1st day of March 2023, at Tustin, California.

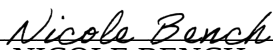
23
24 
25 NICOLE BENCH
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EXHIBIT “A”

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Mendoza et al. v. Amusement Industry Inc. d.b.a Westland Real Estate Group
(County of Los Angeles, California Superior Court Case No. 20STCV17212)

As a current or former non-exempt, hourly-paid California employee of Amusement Industry Inc. doing business as Westland Real Estate Group, you are potentially entitled to receive money from a proposed class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Amusement Industry Inc., doing business as Westland Real Estate Group (“Defendant”) show you are a “Class Member,” and therefore entitled to a payment from this class action Settlement. Class Members are all persons who worked for Defendant as non-exempt, hourly-paid employees at any time from March 12, 2017, through February 10, 2022 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Mendoza v. Amusement Industry Inc.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 21STCV09790 (the “Lawsuit”), which alleges that Defendant: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide compliant meal and rest periods or associated premium pay; (4) failed to timely pay wages upon termination or resignation; (5) failed to provide compliant wage statements; (6) failed to reimburse employees for business expenses; and (7) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiffs also sought penalties under the California Labor Code Private Attorney Generals Act (“PAGA”).
- On October 12, 2022, the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked from April 12, 2020, through February 10, 2022, (“PAGA Period”) as a non-exempt, hourly-paid employee of Defendant, as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, ILYM Group, Inc. about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for March 23, 2023, in Department 12 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 10:30 a.m., on March 23, 2023, in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012 Department 12. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as a non-exempt, hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement.

Questions? Contact the Settlement Administrator toll free at (888) 250-6810

If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Mario Angel Mendoza and Edin Marroquin were non-exempt, hourly-paid employees of Defendant. They are the “Plaintiffs” in this case and are suing on behalf of themselves and Class Members for Defendant’s alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal and rest periods, or associated premium pay, failure to timely pay wages upon termination or resignation, failure to provide compliant wage statements, failure to reimburse employees for business expenses, and engaging in unfair competition.

Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorney Generals Act.

Defendant denies all of the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs’ claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount, which unless increased pursuant to the Settlement Agreement, amounts to \$1,118,580.00. The Gross Settlement includes: (1) Administration Costs up to \$11,275.00; (2) a service payment of up to \$7,500.00 to each Plaintiff, for a total of \$15,000.00, for their time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) up to 35% of the Gross Settlement Amount in attorneys’ fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$391,503.00 (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; (5) a Technician Settlement Amount of \$100,000.00; and (6) payment allocated to PAGA penalties in the amount of \$50,000.00 from the Gross Settlement Amount. Pursuant to PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$37,500.00) will be paid to the LWDA and twenty-five percent (25%) (\$12,500.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately \$520,802.00 will be available for distribution to Class Members (“Net Settlement Amount”).

The settlement is based on Defendant’s representation that there are no more than 37,296 Workweeks worked during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 3,729 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the number of Workweeks in excess of 37,296 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$1,118,580.00) by 37,296, which amounts to a Workweek Value of \$30.00 per Workweek. Thus, for example, should there be 42,000.00 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$141,12.00. ((42,000 Workweeks – 37,296 Workweeks) x \$30.00 per Workweek).

Distribution to Class Members

Class Members who do not opt out of the settlement will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendants in California during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$12,500.00 allocated as PAGA penalties, whether or not they opt out of the settlement, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Furthermore, Class Members who worked as Technicians (*i.e.*, Class Members who performed technician duties including, but not limited to, performing maintenance and repair, plumbing, electrical, carpentry, painting, cleaning, and responding to emergency maintenance requests, and worked for Defendant in California at any time during the Class Period), will also receive a portion of the Technician Settlement Amount. Technician Settlement Payments will be divided equally among the Technicians. In other words, Class Members who worked as Technicians will receive a portion of the \$100,000.00 as follows: (\$100,000 ÷ Total Number of Technician Class Members).

Defendant's records indicate that you worked «Class Week Counts» as a non-exempt, hourly-paid employee in California during the Class Period and «PAGA Week Counts» during the PAGA Period. Based on these records, your estimated payment as a Class Member would be \$«Estimated Settlement Amount for Class» and your estimated payment as an Aggrieved Employee would be \$«Estimated Settlement Amount for PAGA». If you worked as a Technician, your estimated payment would be \$«Estimated Settlement Amount for Technici». If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than February 6, 2023. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 50% of each Settlement Payment to Class Members who do not opt out of the settlement will be allocated as wages and reported on an IRS Form W-2, and 50% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out of the settlement, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive a your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

“Released Claims” refers to all claims against the Released Parties asserted in the Operative Complaint filed in the Mendoza Action, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the Operative Complaint filed in the Action, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the Action, as follows: For the duration of the Class Period, the release includes, for Participating Class Members: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal periods, or associated premium pay; (d) all claims for failure to provide compliant rest periods, or associated premium pay; (e) all claims for the failure to timely pay wages upon termination or resignation; (f) all claims for non-compliant wage statements; (g) all claims for failure to reimburse employees for business expenses; (h) all claims for violation of Labor Code section 227.3; and (i) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the “Class Released Claims”).

For Aggrieved Employees, and, to the extent permitted by law, the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice, and alleged in the Operative Complaint, for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2698 *et. seq.* in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 246 *et seq.*, 432, 510, 512, 1174, 1194, 1197, 1198.5, 2802, and 2810.5 (the “PAGA Released Claims” and collectively with Class Released Claims, the “Released Claims”).

“Released Parties” refers to Defendant and each of its past, present, and future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, last four (4) digits of your Social Security Number, and the following statement: “Please exclude me from the Settlement Class in the *Mendoza. v. Amusement Industry, Inc.* matter” or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

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

Questions? Contact the Settlement Administrator toll free at (888) 250-6810

Your written request for exclusion must be mailed to the Administrator not later than February 6, 2023.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the Court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator no later than February 6, 2023. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for March 23, 2023 at 10:30 a.m., in the Department 12 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at (888) 250-6810 or Class Counsel, whose information appears below:

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WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Tel: (213) 381-9988; Fax: (213) 381-9989

You may also visit the Settlement Administrator's website at www.ilymgrouppclassaction.com to gain access to key documents in this case, including the Settlement Agreement, the Class Notice, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/casesummary/ui/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

**AVISO DE PROPUESTA DE ACUERDO DE CONCILIACIÓN PARA DEMANDA COLECTIVA
Y FECHA PARA LA AUDIENCIA DE APROBACIÓN DEFINITIVA**
Mendoza et al. v. Amusement Industry Inc. d.b.a Westland Real Estate Group
(Condado de Los Ángeles, caso del Tribunal Superior de California núm. 20STCV17217)

Como empleado actual o ex empleado no exento pagado por hora en California de Amusement Industry Inc., que opera bajo el nombre comercial de Westland Real Estate Group, es posible que tenga derecho a recibir dinero de una propuesta de acuerdo de conciliación para una demanda colectiva.

Lea este Aviso con detenimiento. Este Aviso está relacionado con una propuesta de un acuerdo de conciliación para un litigio de demanda colectiva. Si usted es Miembro del colectivo, el presente contiene información importante sobre su derecho a recibir un pago del fondo de Conciliación.

Recibió este Aviso de propuesta de acuerdo de conciliación para demanda colectiva porque los registros de Amusement Industry, Inc., que opera bajo el nombre comercial de Westland Real Estate Group (“Demandado”) indican que usted es un “Miembro del colectivo” y, por lo tanto, tiene derecho a un pago de este acuerdo de conciliación. Los Miembros del colectivo son todas las personas que trabajaron para el Demandado como empleados no exentos pagados por hora en cualquier momento entre el 12 de marzo de 2017 al 10 de febrero de 2022 (“Período de la demanda”).

- Se celebra el acuerdo de conciliación para resolver una demanda colectiva titulada, *Mendoza v. Amusement Industry, Inc.*, la cual está siendo procesada por el Tribunal Superior de California para el Condado de Los Ángeles, caso número 21STCV09790 (la “Demanda”), en la cual se alega que el Demandado: (1) no pagó salarios por tiempo extraordinario; (2) no pagó salarios mínimos; (3) no proporcionó períodos de descanso y alimentación en concordancia con la ley ni pagó las primas asociadas a los mismos; (4) no pagó salarios de forma oportuna luego de un despido o renuncia; (5) no proporcionó declaraciones salariales en concordancia con la ley; (6) no reembolsó los gastos comerciales a los empleados; y (7) participó en competencia desleal. Bajos estas y otras infracciones del Código Laboral alegadas, los Demandantes también buscan sanciones en virtud de la Ley de representación privada como procurador general [*Private Attorney Generals Act*] del Código Laboral de California (“PAGA”, por sus siglas en inglés).
- El día 12 de octubre de 2022, el Tribunal Superior del Condado de Los Ángeles concedió la aprobación preliminar de este acuerdo de conciliación para demanda colectiva e instruyó que todos los Miembros del colectivo recibieran un aviso del Acuerdo. El Tribunal no ha hecho ninguna determinación sobre la validez de los reclamos en la Demanda. El Demandado niega reciamente los reclamos de la Demanda y argumenta que cumplió plenamente con todas las leyes aplicables.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO	
NO HACER NADA Y RECIBIR UN PAGO	Reciba un pago y renuncie a sus derechos legales de perseguir los reclamos exonerados bajo el acuerdo de conciliación para esta Demanda.
EXCLUIRSE DEL ACUERDO	Exclúyase del Acuerdo, no reciba ningún pago por la conciliación de los reclamos colectivos y preserve sus derechos legales de perseguir de forma individual los reclamos colectivos que hubiera exonerado bajo el acuerdo de conciliación para la Demanda. Si trabajó del 12 de abril de 2020 al 10 de febrero de 2022, (“Período de PAGA”) como empleado no exento pagado por hora para el Demandado, entonces usted califica como “Empleado agraviado” y de igual manera recibirá su porción de los recursos disponibles para la conciliación de los Reclamos exonerados bajo PAGA, según se define más adelante, (su “Pago individual bajo la PAGA”) incluso si se excluye del acuerdo de conciliación colectivo.
OBJETAR AL ACUERDO	Si no se excluye, puede escribirle al Administrador del acuerdo, ILYM Group, Inc. por qué objeta al acuerdo y se reenviarán sus dudas a los abogados quienes por su parte las entregarán al tribunal. Si el Tribunal aprueba el Acuerdo a pesar de su objeción, quedará sujeto al Acuerdo. Su abogado o usted también puede dirigirse al Tribunal durante la Audiencia de aprobación definitiva programada para el 23 de marzo de 2023 en el Departamento 12 del Palacio de Justicia en Spring Street del Tribunal Superior del Condado de Los Ángeles, ubicado en 312 N. Spring Street, Los Ángeles, CA 90012.

Se celebrará la Audiencia de aprobación definitiva sobre la idoneidad, razonabilidad y equidad del Acuerdo de conciliación a las 10:30 a.m., el día 23 de marzo de 2023 en el Palacio de Justicia en Spring Street del Tribunal Superior del Condado de Los Ángeles, ubicado en 312 N. Spring Street, Los Ángeles, CA 90012 Departamento 12. No es obligatorio que asista a la Audiencia, pero puede hacerlo si así lo desea.

¿Por qué recibí este aviso?

Los registros del Demandado indican que usted trabaja o trabajó anteriormente para el Demandado como empleado no exento pagado por hora en el estado de California en algún momento durante el Período de la demanda. Se le ha enviado el presente Aviso de acuerdo de conciliación porque tiene derecho a conocer la propuesta para la conciliación de una demanda colectiva y todas sus opciones antes de que el Tribunal decida si aprueba el acuerdo de conciliación de forma definitiva.

Si el Tribunal aprueba el acuerdo y luego se resuelven las objeciones y apelaciones, el “Administrador del acuerdo” designado por el Tribunal realizará los pagos descritos en este Aviso. Este Aviso explica la Demanda, el acuerdo, sus derechos legales, qué beneficios están disponibles, quiénes tienen derecho a ellos y cómo obtenerlos.

¿Sobre qué trata este caso?

Mario Angel Mendoza y Edin Marroquin eran empleados no exentos pagados por hora del Demandado. Son los “Demandantes” de este caso y presentaron la demanda en nombre de sí mismos y de los Miembros del colectivo por la presunta falta de pago de los salarios por horas extraordinarias por parte del Demandado, la falta de pago de los salarios mínimos, la falta de provisión de períodos de alimentación y descanso en concordancia con la ley o el pago de las primas asociadas a los mismos, la falta de pago oportuno de los salarios tras el despido o la renuncia, la falta de provisión de declaraciones salariales en concordancia con la ley, la falta de reembolso de los gastos comerciales a los empleados y la participación en la competencia desleal.

Bajo estas y otras presuntas infracciones del Código Laboral, los Demandantes también buscan recuperar las sanciones en virtud de la Ley de representación privada como procurador general [*Private Attorney Generals Act*] del Código Laboral de California.

El Demandado niega todos los alegatos hechos por los Demandantes y niega haber infringido alguna ley. El Tribunal no se ha pronunciado sobre el fondo de los reclamos de los Demandantes; solo ha aprobado de forma preliminar este acuerdo de conciliación para demanda colectiva. El Tribunal decidirá si da la aprobación definitiva a este acuerdo en la Audiencia de aprobación definitiva.

Resumen de los términos del Acuerdo de conciliación

Los Demandantes y el Demandado han decidido llegar a un acuerdo en este caso en nombre de sí mismos y de los Miembros del colectivo y Empleados agraviados por el Monto bruto del acuerdo, que a menos que incremente de conformidad con el Acuerdo de conciliación, asciende a 1.118.580,00 dólares. El Monto bruto incluye: (1) Gastos de administración hasta 11.275,00 dólares; (2) una remuneración por el servicio de hasta 7.500,00 dólares a cada Demandante, por un total de 15.000,00 dólares, por su tiempo y esfuerzo en la prosecución de este caso y a cambio de una exoneración más amplia de los reclamos contra el Demandado; (3) hasta el 35% del Monto bruto del acuerdo en concepto de honorarios de abogados que, a menos que incremente conforme al Acuerdo de conciliación, asciende a 391.503,00 dólares; (4) hasta 30.000,00 dólares en costos de litigio a los Abogados del colectivo, de acuerdo a las pruebas; (5) un Monto del acuerdo para técnicos de 100.000,00 dólares; y (6) un pago asignado a las sanciones en virtud de PAGA por el monto de 50.000,00 dólares del Monto bruto del acuerdo. De acuerdo con PAGA, el setenta y cinco por ciento (75%) de la cantidad asignada a PAGA (37.500,00 dólares) se pagará a la LWDA y el veinticinco por ciento (25%) (12.500,00 dólares) se distribuirá a los Empleados agraviados. Después de deducir estas sumas, un total de aproximadamente 520.802 dólares estará disponible para su distribución a los Miembros del colectivo (“Monto neto del acuerdo”).

El acuerdo se basa en la declaración del Demandado de que no hay más de 37.296 Semanas laborales trabajadas durante el Período de la demanda. En el caso de que el número de Semanas laborales trabajadas por los Miembros del colectivo durante el Período de la demanda aumente en más de un 10% o 3.729 Semanas laborales, entonces el Monto bruto del acuerdo se incrementará proporcionalmente por el número de Semanas laborales en exceso de 37.296 Semanas laborales multiplicado por el Valor de la semana laboral. El Valor de la semana laboral se calculará dividiendo el Monto bruto del acuerdo originalmente acordado (1.118.580,00 dólares) entre 37.296, lo que equivale a un Valor de la semana laboral de 30,00 dólares por Semana Laboral. Así, por ejemplo, si hubiera 42.000,00 Semanas laborales en el Período de la demanda, entonces el Monto bruto del acuerdo incrementará en 141.12,00. ((42.000 Semanas laborales - 37.296 Semanas laborales) x 30,00 dólares por Semana laboral).

Distribución a los Miembros del colectivo

Los Miembros del colectivo que no se excluyan del acuerdo recibirán un pago prorrateado del Monto neto del acuerdo basado en el número de semanas trabajadas por los Miembros del colectivo en puestos no exentos pagados por hora para los Demandados en California durante el Período de la demanda (“Semanas laborales elegibles”).

Específicamente, los pagos de los Miembros del colectivo se calcularán dividiendo el número de Semanas laborales elegibles atribuidas al Miembro del colectivo por todas las Semanas laborales elegibles atribuidas a los Miembros del colectivo del acuerdo, multiplicado por el Monto neto del acuerdo. De lo contrario, la fórmula para un Miembro del colectivo es: (Semanas laborales elegibles del individuo ÷ total de semanas laborales elegibles del Colectivo del acuerdo) x Monto neto del acuerdo. Además, los Miembros del colectivo que trabajaron durante el Período de PAGA (es decir, los Empleados agraviados) recibirán una porción prorrateada de los 12.500,00 dólares asignados como sanciones bajo PAGA, independientemente de que se excluyan o no del acuerdo basada en el número de semanas laborales de cada Empleado agraviado durante el Período de PAGA.

Además, los Miembros del colectivo que trabajaron como Técnicos (es decir, los Miembros del colectivo que realizaron tareas de técnico, incluyendo, pero sin limitarse a ello, la realización de tareas de mantenimiento y reparación, fontanería, electricidad, carpintería, pintura, limpieza y respuesta a solicitudes de mantenimiento de emergencia y que trabajaron para el Demandado en California en cualquier momento durante el Período de la demanda), también recibirán una porción del Monto del acuerdo para técnicos. Los Pagos de la conciliación para técnicos se dividirán por igual entre los Técnicos. En otras palabras, los Miembros del colectivo que trabajaron como Técnicos recibirán una porción de los 100.000,00 dólares de la siguiente manera (100.000 dólares ÷ Número total de miembros del colectivo de técnicos).

Los registros del Demandado indican que usted trabajó <<Weeks>> como empleado no exento pagado por hora en California durante el Período de la demanda y <<Weeks>> durante el Período de PAGA. De acuerdo con estos registros, su pago estimado como Miembro del colectivo sería de \$<<ESA>> dólares y su pago estimado como Empleado agraviado sería de \$<<ESA>> dólares. Si trabajó como Técnico, su pago estimado sería de \$<<ESA Technician>> dólares. Si cree que esta información es incorrecta y desea disputarla, debe enviar una disputa por correo al Administrador del acuerdo a más tardar el 6 de febrero de 2023. Incluya cualquier documentación que tenga para sostener su disputa.

Información fiscal

El 100% de los pagos por sanciones bajo PAGA a los Empleados agraviados se asignará como sanciones y será declarado en el Formulario 1099 del IRS. El 50% de cada Pago de conciliación a los Miembros del colectivo que no se excluyan del acuerdo se asignará como salarios y será declarado en un Formulario W-2 del IRS y el otro 50% se asignará como sanciones e intereses y será declarado en el Formulario 1099 del IRS. Este aviso no pretende proporcionar asesoramiento legal o fiscal sobre su Porción del acuerdo.

Sus opciones en virtud del acuerdo

Opción 1 – No hacer nada y recibir su pago

Si no se excluye del acuerdo, tendrá derecho automáticamente a su Pago individual de conciliación (es decir, su porción del Monto neto del acuerdo) por ser un Miembro del colectivo. Si no impugna el cálculo de su porción del acuerdo y no opta por excluirse del mismo, quedará sujeto por la totalidad de la exoneración del acuerdo y recibirá su Pago individual de conciliación, así como su Pago individual de PAGA si también es un Empleado agraviado. **En otras palabras, si usted es un Miembro del colectivo, no necesita realizar ninguna acción para recibir el(los) pago(s) de la conciliación establecido(s) anteriormente.**

Se considerará que los Miembros del colectivo que no presenten un formulario exclusión válido y oportuno (de acuerdo con la Opción 2 más adelante), han exonerado, conciliado, comprometido, renunciado y eximido a las Partes exoneradas de todos los Reclamos exonerados que puedan tener o tuvieran tras la aprobación definitiva de este Acuerdo y el pago por parte de los Demandados al Administrador del Acuerdo.

“Reclamos exonerados” se refiere a todos los reclamos contra las Partes exoneradas afirmados en la Querella operativa presentada en la Demanda Mendoza o a todos los reclamos que puedan hacerse valer contra las Partes exoneradas basados en las declaraciones de hecho en la Querella operativa presentada en la Demanda o a todos los reclamos que puedan hacerse valer contra las Partes exoneradas basados en las declaraciones de hecho en la Demanda, como sigue: Mientras dure el Periodo de la demanda, la exoneración incluye, para los Miembros participantes del colectivo (a) todos los reclamos por falta de pago de horas extraordinarias; (b) todos los reclamos por falta de pago de salarios mínimos; (c) todos los reclamos por falta de provisión de períodos de alimentación en concordancia con la ley o pago de las primas asociadas; (d) todos los reclamos por falta de provisión de períodos de descanso en concordancia con la ley o pago de las primas asociadas; (e) todos los reclamos por falta de pago oportuno de los salarios en caso de despido o renuncia; (f) todos los reclamos por declaraciones salariales no conformes con la ley; (g) todos los reclamos por falta de reembolso de los gastos comerciales a los empleados;

(h) todos los reclamos por infracción del artículo 227.3 del Código Laboral; y (i) todos los reclamos hechos valer a través del artículo 17200 y siguientes del Código de Negocios y Profesiones de California que surjan de las infracciones del Código Laboral referidas en la Querella operativa (los “Reclamos exonerados del colectivo”).

Para los Empleados agraviados, y, en la medida en que lo permita la ley, la exoneración incluye, mientras dure el Período de PAGA, todos los reclamos afirmados en el Aviso PAGA y alegados en la Querella operativa por sanciones civiles bajo PAGA de acuerdo con los artículos 210, 226.3, 558, 1197.1, 2698 y siguientes en relación con las presuntas infracciones de los artículos 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 246 y siguientes del Código Laboral, 432, 510, 512, 1174, 1194, 1197, 1198.5, 2802 y 2810.5 (los “Reclamos exonerados bajo PAGA” y, colectivamente con los Reclamos exonerados del colectivo, los “Reclamos exonerados”).

“Partes exoneradas” se refiere al Demandado y a cada una de sus respectivas filiales, nombres comerciales, afiliadas, matrices, aseguradoras y reaseguradoras pasadas, presentes y futuras y a los planes de beneficios para empleados patrocinados por la empresa de cualquier naturaleza, así como a sus sucesores y predecesores en interés, incluyendo a todos sus funcionarios, directores, accionistas, empleados, agentes, directores, herederos, representantes, contadores, auditores, consultores, abogados, administradores, fiduciarios y agentes.

Opción 2 – Excluirse del acuerdo

Si no desea recibir su Pago individual de conciliación o exonerar los Reclamos exonerados del colectivo, puede excluirse presentando una solicitud por escrito para excluirse del Colectivo. Su solicitud escrita debe indicar expresa y claramente que no desea participar en el Acuerdo y que desea ser excluido del mismo. La solicitud de exclusión por escrito debe incluir su nombre, los cuatro (4) últimos dígitos de su número de Seguro Social y la siguiente declaración “Deseo que se me excluya del Colectivo del acuerdo para el caso *Mendoza. v. Amusement Industry, Inc.*” o cualquier otra declaración de significado similar que indique que usted no desea participar en el Acuerdo. Firme, feche y envíe su solicitud de exclusión por escrito por correo de primera clase de los Estados Unidos a la dirección que figura a continuación.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810

Debe enviar su solicitud de exclusión por escrito al Administrador a más tardar el 6 de febrero de 2023.

El acuerdo propuesto incluye la conciliación de los Reclamos exonerados bajo PAGA. Un empleado no puede solicitar la exclusión de la conciliación de un reclamo bajo PAGA. Por lo tanto, si el Tribunal aprueba el acuerdo, aunque usted solicite su exclusión del mismo, si es un Empleado agraviado, de igual manera recibirá su Pago individual bajo PAGA y se considerará que ha exonerado los Reclamos exonerados bajo PAGA. Una solicitud de exclusión preservará su derecho, si lo hay, a perseguir individualmente solo los Reclamos exonerados del colectivo.

Opción 3 – Presentar una objeción al acuerdo

Si desea objetar al Acuerdo, puede presentar una objeción por escrito indicando por qué se opone al mismo. Su objeción por escrito debe incluir su nombre, dirección, los últimos cuatro dígitos de su número del Seguro Social, su firma, una declaración de si tiene previsto comparecer en la Audiencia de aprobación definitiva y una declaración de la(s) razón(es) por las que cree que el Tribunal no debería aprobar el Acuerdo. Debe enviar su objeción escrita por correo al Administrador a más tardar el 6 de febrero de 2023. Tenga en cuenta que no puede objetar al Acuerdo y a la vez excluirse del mismo. Si se excluye, su objeción será anulada. Si el Tribunal desestima su objeción, quedará sujeto al Acuerdo y recibirá su porción de conciliación.

Audiencia de aprobación definitiva

Si lo desea, también puede comparecer en la Audiencia de aprobación definitiva programada para el 23 de marzo de 2023 a las 10:30 a.m. en el Departamento 12 del Palacio de Justicia en Spring Street del Tribunal Superior del Condado de Los Ángeles, ubicado en 312 N. Spring Street, Los Ángeles, CA 90012, y objetar oralmente el Acuerdo, discutir sus objeciones escritas con el Tribunal y las Partes o comentar sobre el Acuerdo a su propio costo. También puede contratar a un abogado para que le represente en la Audiencia, a su propio costo.

Información adicional

Este Aviso de acuerdo de conciliación para demanda colectiva es solo un resumen de este caso y del Acuerdo. Para obtener una declaración más detallada de los asuntos relacionados con este caso y el Acuerdo, puede llamar al Administrador del acuerdo al (888) 250-6810 o a los Abogados del colectivo, cuya información aparece a continuación:

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También puede visitar el sitio web del Administrador del acuerdo en www.ilymgrouppclassaction.com para tener acceso a los documentos clave de este caso, incluyendo el Acuerdo de conciliación, el Aviso colectivo, la Orden de aprobación preliminar de este Acuerdo, la Orden de aprobación definitiva de este Acuerdo y la Sentencia definitiva.

También puede consultar los alegatos, el Acuerdo de conciliación y otros documentos presentados en este caso, que pueden inspeccionarse en el Palacio de Justicia en Spring Street del Tribunal Superior del Condado de Los Ángeles, ubicado en 312 N. Spring Street, Los Ángeles, CA 90012, durante el horario laboral regular de cada día judicial. También puede obtener estos documentos a través del sitio web del Tribunal en el enlace <https://www.lacourt.org/casesummary/ui/>.

Todas las consultas de los Miembros del colectivo en relación con este Aviso de acuerdo de conciliación para demanda colectiva y/o la Conciliación deben dirigirse al Administrador del acuerdo.

**NO SE COMUNIQUE CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ,
EL DEMANDADO O LOS ABOGADOS DEL DEMANDADO PARA RESOLVER SUS PREGUNTAS.**

Mendoza et al. v. Amusement Industry Inc.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

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