

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858)551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

KEELAIN GONZALEZ, on behalf of himself
and on behalf of all persons similarly situated,
and on behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

PACIFIC WESTERN BANK, a California
Corporation; DOES 1 through 50,
inclusive,

Defendants.

Case No. CIVSB2127657

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

Date: June 20, 2023
Time: 10:00 a.m.

Judge: David Cohn
Dept.: 26

1 I, Madely Nava, declare as follows:

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

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

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

26 4. On February 20, 2023, ILYM Group received the Court approved text for the
27 Class Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted
28 Class Notice Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On February 20, 2023, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, last known mailing address, and
3 the total number of applicable workweeks worked for each Class Member. The data file was
4 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
5 List contained 1,383 individuals.

6 6. As part of the preparation for mailing, all 1,383 names and addresses contained in
7 the Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and
9 confirming the mailing addresses of the Class Members before mailing of the Class Notice
10 Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent
11 that an updated address was found in the NCOA database, the updated address was used for the
12 mailing of the Class Notice Packet. To the extent that no updated address was found in the
13 NCOA database, the original address provided by Counsel for Defendant was used for the
14 mailing of the Class Notice Packet.

15 7. On March 6, 2023, the Class Notice Packet was mailed, via U.S First Class Mail,
16 to all 1,383 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
17 correct copy of the mailed Class Notice Packet.

18 8. As of the date of this declaration, 26 Class Notice Packets have been returned to
19 our office as undeliverable. Of the 26 returned Class Notice Packets, none included a forwarding
20 address. ILYM Group performed a computerized skip trace on the 26 returned Class Notice
21 Packets that did not have a forwarding address, in an effort to obtain an updated address for the
22 purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 17 updated addresses
23 were obtained and the Class Notice Packet was promptly re-mailed to those Class Members, via
24 U.S First Class Mail.

25 9. As of the date of this declaration, a total of 17 Class Notice Packets have been re-
26 mailed as a result of ILYM Group’s skip tracing efforts.

27 10. As of the date of this declaration, a total of 9 Class Notice Packets have been
28 deemed undeliverable as no updated address was found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received 2 requests for exclusion from Carol D. Moore and Alma D. Anguiano. The deadline to request exclusion from the Settlement was April 20, 2023.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit a written objection to the Settlement was April 20, 2023.

13. As of the date of this declaration, ILYM Group will report a total of 1,381 Participating Class Members, representing 99.86% of the 1,383 Class Members.

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

Gross Settlement Amount	\$ 2,600,000.00
Class Counsel Fees	\$ 866,666.00
Class Counsel Expenses	\$ 22,000.00
Class Representative Service Payment	\$ 10,000.00
ILYM Group Fees	\$ 22,990.00
LWDA Payment	\$ 45,000.00
Individual PAGA Payments	\$ 15,000.00
Net Settlement Amount	\$ 1,618,344.00

To determine a Participating 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 Participating Class Members will receive an estimated average gross payment of \$1,180.16, with the estimated highest gross payment being \$2,527.30.

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1 15. ILYM Group's total fees and costs for services in connection with the
2 administration of this Settlement, which includes fees and costs incurred to-date, as well as
3 anticipated fees and costs for completion of the settlement administration, are \$22,990.00. ILYM
4 Group's work in connection with this matter will continue with the calculation of the settlement
5 award payments, issuance and mailing of the settlement award checks, the necessary tax filing
6 and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the
7 Court orders ILYM Group to perform.

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

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15 MADELY NAVA
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EXHIBIT “A”

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

**(Gonzalez v. Pacific Western Bank, Superior Court of the State of California,
County of San Bernardino, Case No. CIVSB2127657)**

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit pending in the Superior Court of the State of California, in and for the County of San Bernardino (the “Court”) has been reached between Plaintiff Keelain Gonzalez (“Plaintiff”) and Defendant Pacific Western Bank (“Defendant”). The Court has granted preliminary approval of the Settlement and ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

All individuals who are or previously were employed by Defendant Pacific Western Bank in California who were classified as hourly, non-exempt employees at any time during the Class Period.

The Class Period is from October 1, 2018 through November 3, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

2. What is this class action lawsuit about?

On September 29, 2021, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant Pacific Western Bank in the Superior Court of the State of California, County of San Bernardino. Plaintiff’s Complaint asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor

On September 29, 2021, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2127696, alleging the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, and failure to pay all wages due at the time of separation from employment.

As part of the Settlement, on November 8, 2022, Plaintiff filed a First Amended Complaint in this Action alleging the additional causes of action against Defendant as alleged in the Class Action Complaint, which effectively consolidated the two lawsuits in the Action. The First Amended Complaint is the “Operative Complaint” in the Action.

The Court has not decided whether Defendant or Plaintiff are correct. Plaintiff would have still had to prove his claims at a trial on a class-wide basis. Defendant denies and disputes all such claims and asserts that it has no liability to Plaintiff or any of the Class Members. However, to avoid additional expense, inconvenience, and risks of continued litigation, the parties have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this Notice. The Settlement was reached after arms-length non-collusive negotiations between the parties. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

Plaintiff and Class Counsel support this Settlement, finding it fair, adequate, reasonable, and in the best interests of the Class Members. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the potential for the Court to deny certification of the class, and the delays and uncertainties associated with litigation.

The Court granted preliminary approval of the Settlement on February 6, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Million Six Hundred Thousand Dollars (\$2,600,000) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

The Court has approved ILYM Group Inc., to act as the “Administrator.” Within fifteen (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members. The “Effective Date” means the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is affirmed and is no longer subject to appeal.

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

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$25,000, for expenses, including, without limitation, expenses of notifying the Class Members of the Settlement,

processing opt outs, and distributing Individual Class Payments and tax forms, and handling inquiries and uncashed checks.

- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys' fees not more than one-third (1/3) of the Gross Settlement Amount which is currently estimated to be \$866,666, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$22,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class Members on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. Accordingly, Class Counsel will request up to these amounts to be paid from the Gross Settlement Amount, subject to the Court's final approval.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. Plaintiff will request this Class Representative Service Payment, but the amount they ultimately receive is subject to the Court's final approval.
- PAGA Penalties. The PAGA Penalties of \$60,000 relating to the claim for penalties under the Private Attorney Generals Act ("PAGA"), with 75% (\$45,000) allocated to the LWDA PAGA Payment and 25% (\$15,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees on their respective pay periods worked during the PAGA Period, which is July 26, 2020 through November 3, 2022. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant Pacific Western Bank in California who were classified as hourly, non-exempt employees at any time during the PAGA Period. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. PAGA Penalties shall be allocated to all Aggrieved Employees regardless of whether they request exclusion. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Calculation of Payments to Class Members. After all of the payments of the court-approved Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to Participating Class Members as Individual Class Payments. The Net Settlement Amount is estimated to be at least \$1,616,334.00, based upon the above proposed deductions. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. Workweeks shall be based upon Defendant's payroll records, but Class Members will have the right to challenge the number of workweeks as explained below.

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

Tax Matters. Twenty-five percent (25%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-five percent (75%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee

taxes owed on their Individual Class Payment. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members will release Defendant and the other Released Parties from any and all "Released Class Claims." The "Released Class Claims" are all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The "Released Parties" are Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Defendant and the other Released Parties shall receive a release from the Aggrieved Employees and the State of California of all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Defendant's records reflect that you worked «Class_Weeks» Workweeks for Defendant as Class Member during the Class Period. The Class Period is October 1, 2018 through November 3, 2022.

Based on this information, your estimated Individual Class Payment is \$«Total_Estimated_Settlement_Amount».

If you wish to challenge the Workweek information set forth above, then you must submit a written, signed dispute challenging the information along with any supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than April 20, 2023.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. It is your responsibility to ensure that the Administrator has your current address on file, or you may not receive important information or a settlement payment. The Administrator is: ILYM Group, Inc. P.O Box 2031, Tustin, CA 92781; (888) 250-6810.

The Court will hold a Final Approval Hearing on June 20, 2023, at 10:00 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately one month after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by the Class portion of the Settlement which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than April 20, 2023. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. The Request for Exclusion must state the name and number of the case, which is *Gonzalez v. Pacific Western Bank*, Case No. CIVSB2127657. The Request for Exclusion must be signed by you. No other person may opt-out for a living member of the Class. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

The address for the Administrator is ILYM Group, Inc. P.O Box 2031, Tustin, CA 92781, fax (213) 232-3128, email claims@ilymgroup.com.

By filing a timely Request for Exclusion, you will no longer be a Class Member, and will receive no benefits from the Settlement. Any Request for Exclusion Request for Exclusion that is not postmarked by April 20, 2023, or is incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service award, either in writing or in person. Objections that are in writing must state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Gonzalez v. Pacific Western Bank*, in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2127657.

All written objections must be sent to the Administrator send the Administrator, by fax, email, or mail at ILYM Group, Inc. P.O Box 2031, Tustin, CA 92781 by no later than April 20, 2023. Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through their own counsel

Class Members who file a written objection may appear at the Final Approval Hearing on June 20, 2023, at 10:00 a.m. to make an oral objection. Remote appearances at the hearing are allowed. To appear at the hearing, contact CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. You may contact Class Counsel if you need assistance to appear at the hearing or have questions.

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

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

The Court will hold a Final Approval Hearing at 10:00 a.m. on June 20, 2023, at the San Bernardino County Superior Court located at 247 W. 3rd St. San Bernardino, CA 92415, in Department S26 before Judge David Cohn. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the

Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely. Please see the most current information about the hearing at the Court's website at <https://www.sb-court.org/>.

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

You may call the Administrator at (888) 250-6810 or write to *Gonzalez v. Pacific Western Bank* Administrator, c/o ILYM Group, Inc. P.O Box 2031, Tustin, CA 92781. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by contacting Class Counsel or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Gonzalez v. Pacific Western Bank*. You may also contact Class Counsel directly. The contact information for Class Counsel is as follows:

Class Counsel:

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

Counsel for the Defendant is:

Aaron A. Buckley
Aaron J. Schu
Paul, Plevin, Sullivan & Connaughton LLP
101 West Broadway, Ninth Floor
San Diego, CA 92101-8285

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may get more details by examining the Court's file on the Court Access website for the California Superior Court for the County of San Bernardino (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2127657.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Settlement Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the individual who did not cash their check. Funds can be claimed by such individuals by submitting a claim at www.claimit.ca.gov or by calling 800-992-4647.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.