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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF IMPERIAL

PRISCILLA LOPEZ,

Plaintiffs,

vs.

GEO SECURE SERVICES, LLC, a Florida
Limited Liability Company; and DOES 1-10,
inclusive,

Defendants.

AND ALL CONSOLIDATED LITIGATIONS

Case No. ECU002060

**SUPPLEMENTAL DECLARATION OF
NICOLE BENCH OF ILYM GROUP,
INC. REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

HEARING INFO

Date: June 25, 2024
Time: 8:30 a.m.

Judge: Hon. Jeffrey B. Jones
Dept.: 7

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, *Lopez v.*
6 *GEO Secure Services, LLC* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 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 settlement administration, pursuant to
15 the 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*, (referred to as “Notice Packet”); (b) receiving and processing
18 requests for exclusion and objections to the Settlement, if applicable; (c) resolving Settlement Class
19 Members’ disputes over the number of work weeks Defendant has record of them working during
20 the Class Period, which was pre-printed on their individualized Class Notice; (d) establishing a
21 QSF account and calculating individual settlement award amounts; (e) processing and mailing
22 settlement award checks; (f) handling tax withholdings as required by the Settlement and the law;
23 (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
24 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
25 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On January 12, 2024, ILYM Group received the Court approved text for the Notice
27 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
28 was approved by the Parties’ Counsel prior to mailing.

1 5. On February 21, 2024, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, last known mailing address, the
3 dates of employment worked for each individual, and the number of Work Weeks worked for each
4 Settlement Class Member during the Class Period. The data file was uploaded to our database and
5 checked for duplicates and other possible discrepancies. The Class List contained 2,287 individuals.

6 6. As part of the preparation for mailing, all 2,287 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 confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On March 12, 2024, a link to ILYM Group’s website was set up for Class Members
15 to access relevant court documents. The website link is www.ilymgroup.com. Also, the following
16 telephone number, (888) 250-6810, was included in the Notice Packet for Class Members to call
17 should they have questions or want additional information.

18 8. On March 12, 2024, the Notice Packet was mailed, via U.S First Class Mail, to all
19 2,287 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
20 copy of the mailed Notice Packet.

21 9. On April 15, 2024, and April 16, 2024, ILYM Group was contacted by 2 potential
22 class members whose names were not found on the original Class List provided to us. ILYM Group
23 was notified by Defense Counsel that there were multiple individuals who were inadvertently left
24 off of the class data file originally sent to us.

25 10. On April 24, 2024, Defense Counsel uploaded an additional data file which
26 contained the name, social security number, last known mailing address, and the dates of
27 employment for 30 individuals to be added to the class. The data file was uploaded to our database
28 and checked for duplicates and other possible discrepancies and was also processed through the

1 NCOA. The final class list increased to 2,317 Class Members.

2 11. On May 10, 2024, ILYM Group was notified by Counsel that the Court approved
3 and signed the Stipulation and Order to move forward with the mailing for the 30 additional class
4 members added to the class list.

5 12. On May 15, 2024, ILYM Group mailed the Notice Packets, via U.S First Class Mail,
6 to the 30 Class Members added to the class list. Attached hereto, as **Exhibit B**, is a true and correct
7 copy of the mailed 2nd Notice Packet. The response deadline to the Settlement for this additional
8 mailing was June 14, 2024.

9 13. As of the date of this declaration, 110 Notice Packets have been returned to our
10 office as undeliverable. Of the 110 returned Notice Packets, 3 Notice Packets were returned with a
11 forwarding address and the Notice Packets were promptly re-mailed to the forwarding address
12 provided by the USPS. ILYM Group performed a computerized skip trace on the 107 returned
13 Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for
14 the purpose of re-mailing the Notice Packet. As a result of this skip trace, 63 updated addresses
15 were obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members,
16 via U.S. First Class Mail. In addition, 2 Settlement Class Members contacted ILYM Group to
17 request that a Notice Packet be re-mailed to them.

18 14. As of the date of this declaration, a total of 68 Notice Packets have been re-mailed.
19 Specifically, 3 Notice Packets were remailed as a result of a forwarding address provided by the
20 USPS, 63 have been re-mailed as a result of ILYM Group's skip tracing efforts, and 2 have been
21 remailed as a result of a request by a Settlement Class Member during the response period.

22 15. As of the date of this declaration, a total of 44 Notice Packets have been deemed
23 undeliverable as no updated addresses were found notwithstanding the skip tracing.

24 16. As of the date of this declaration, ILYM Group has received 1 request for exclusion
25 from the following individual: Cheryl Martinez. The deadline to request exclusion from the
26 Settlement, for the initial mailing, was April 26, 2024. The deadline to request exclusion from the
27 Settlement, for the additional mailing, was June 14, 2024.

28 //

1 17. As of the date of this declaration, ILYM Group has not received any objections to
2 the Settlement. The deadline to file an objection to the Settlement, for the initial mailing, was April
3 26, 2024. The deadline to file an objection to the Settlement, for the additional mailing, was June
4 14, 2024.

5 18. As of the date of this declaration, ILYM Group has not received any disputes from
6 a Settlement Class Member.

7 19. As of the date of this declaration, ILYM Group will report a total of 2,316
8 Participating Class Members, representing 99.96% of the 2,317 Settlement Class Members. The
9 total number of Workweeks worked by the Participating Class Members during the class period is
10 258,976.

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

Gross Settlement Amount	\$3,690,000.00
Attorney's Fees	\$1,230,000.00
Attorney's Costs	\$45,211.62
Total Service Award Payments	\$50,000.00
Administration Fees	\$21,000.00
PAGA Penalties to LWDA	\$112,500.00
Net Settlement Amount	\$2,231,288.38
<i>PAGA Allocation to Aggrieved Employees</i>	<i>\$37,500.00</i>
<i>Class Allocation</i>	<i>\$2,193,788.38</i>

26 //

21. 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 Qualifying Workweeks worked by each Class Member during the Class Period, to the total number of Qualifying 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 \$947.23, with the estimated highest gross payment being \$1,541.72.

22. In addition, ILYM Group reports 2,254 PAGA Employees. The PAGA payment shares to the PAGA Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Qualifying PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of Qualifying PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average payment of \$16.64, with the estimated highest payment being \$26.27.

23. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$21,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 18th day of June 2024, at Tustin, California.

Nicole Bench
NICOLE BENCH

EXHIBIT “A”

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

The Court authorized this notice. This is not a solicitation from a lawyer.

A proposed class action settlement (“Settlement”) has been reached between the Parties in the above-entitled action and preliminarily approved by the Court as described below. You have received this notice because GEO Secure Services’ (“GSS”) records indicate that you are a current or former non-exempt employee of GEO Secure Services, LLC who worked in the State of California as a non-exempt employee from any time between April 11, 2020, and September 30, 2023 (the “Class”).

Dear «First_Name» «Last_Name»:

You are eligible to receive an Individual Settlement Amount, estimated to be approximately \$«Total_Estimated__Settlement_Payment».

This settlement relates only to the time period April 11, 2020 – September 30, 2023 (the “Class Period”), the qualifying time period for this Settlement, and may not reflect all of your employment dates with GSS.

1. WHY SHOULD I READ THIS NOTICE?

You should read this notice because you may be entitled to payment from the Settlement in the above-entitled action and because your legal rights may be affected even if you do nothing. The Plaintiffs and GSS have entered into a Joint Stipulation of Settlement and Release (“Settlement Agreement”) that will, if finally approved by the Court, fully resolve the claims alleged against GSS in this case, as described in Section 2. The Settlement Agreement sets forth the details of the settlement. You may obtain a copy of the Settlement Agreement from either the Claims Administrator or Class Counsel. The proposed Settlement Agreement has been submitted to the Court and has been preliminarily approved for settlement purposes. The Court also preliminarily appointed Plaintiffs as representatives of the Class (“Class Representatives”) and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

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Ryan T. Kuhn (ryan@sullivanlawgroupapc.com)
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Matthew Carraher (matthew@tomorrowlaw.com)
1460 Westwood Boulevard, Los Angeles, California 90024
Telephone: (310) 438-5555

As a member of the Class, you are entitled to share in the funds available for settlement of this class action. You are not being sued and you will not be individually responsible for any of the attorney’s fees or expenses of the litigation, as the settlement requires those amounts to be paid by GSS. Your rights will be affected by the Settlement described in this Notice whether you act or not.

The Court must finally approve the terms of the settlement described below as fair and reasonable to the Settlement Class before it takes effect. If approved, the settlement will affect all Class Members who do not exclude themselves from the Settlement Class. An administrator that has been appointed by the Court will make all approved settlement payments after the Court orders them.

2. WHAT IS THIS CASE ABOUT?

Priscilla Lopez, Samdeeshia Bell, Julie Castillo, Tezsanique Hendrickson, and Nickolas Ortiz (together, “Plaintiffs”) are individuals who worked during the Class Period as non-exempt employees of GSS in California. Plaintiffs initially filed separate lawsuits against GSS which have been consolidated and together allege that GSS violated California law by failing to pay all overtime and minimum wages, failing to provide meal periods, failing to provide rest breaks, failing to pay all wages due at termination of employment, providing improper wage statements, failing to reimburse reasonable business expenses, failure to pay all earned and accrued vacation pay, and unfair business practices. Plaintiffs allege that GSS committed these violations as to all California non-exempt employees who worked during the Class Period. Plaintiffs also sought civil penalties under the Private Attorneys General Act (“PAGA”), California Labor Code section 2699.

GSS disputes Plaintiffs allegations in their entirety and contends that it has complied with California law at all times. In recognition of the risk and expense of prolonged litigation, Plaintiffs and GSS decided to attend mediation with a respected class action mediator in an effort to resolve this matter, and after attending mediation, the Parties reached a mutual agreement to settle. There has been no Court ruling or determination on the merits of the claims alleged by Plaintiff or of GSS’s defenses, and as such, the Court has found no liability in this Action.

3. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

This settlement includes all current and former non-exempt employees of GSS who worked in the State of California between April 11, 2020, and September 30, 2023.

4. WHAT ARE THE TERMS OF THE SETTLEMENT AND HOW MUCH CAN I EXPECT TO RECEIVE?

A. Summary of Settlement Terms

GSS will pay \$3,690,000.00 to settle this case (the “Maximum Settlement Amount”). From that amount, payments will be made to Class Counsel for court-approved attorney’s fees and costs, to the Claims Administrator for administration costs, to the California Labor and Workforce Development Agency for penalties, to the Plaintiffs as a service award for their representation of the Class, and for civil penalties pursuant to the Labor Code. After deduction of these amounts, the remainder – the “Net Settlement Sum” – of approximately \$2,226,500 will be distributed to participating Settlement Class Members on a pro rata basis according to the number of workweeks they worked during the Class Period (April 11, 2020, through September 30, 2023). The Claims Administrator will allocate \$37,500 of the Net Settlement Sum as the “PAGA Amount,” which will be distributed to Settlement Class members who worked during the “PAGA Period” (April 12, 2020, through September 30, 2023).

The Individual Settlement Payments Made to Class Members Shall Be Calculated as Follows:

The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: each Settlement Class member shall receive a proportionate settlement share that will be calculated by (1) dividing the Net Settlement Amount by the total number of workweeks worked by all members of the Settlement Class, and (2) multiplying the result by the number of workweeks worked by each individual member of the Settlement Class during the Class Period.

In addition, the PAGA Amount will be allocated as follows: each Class Member who worked for Defendant during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks worked, calculated by (1) dividing the PAGA Amount by the total number of workweeks worked by all Class Members during the PAGA Period, and (2) multiplying the result by the number of workweeks worked by each Class Member during the PAGA Period.

Your Settlement Payment (i.e., the amount you will receive if you do not submit a Request for Exclusion) will be calculated using the formulas described above. However, the actual Settlement Payment may vary depending on the number of Class Members that exclude themselves from the Settlement.

B. Who will receive settlement payments?

Any Class Member who does not submit a timely Request for Exclusion.

C. When will I receive my settlement payment?

Distributions of Settlement Payments to Participating Settlement Class Members shall occur no later than seventeen calendar days after the Court approves the settlement at a Final Fairness Hearing and enters Judgment in accordance with the terms of the Settlement. **To ensure that you receive your settlement payment check you must notify the Settlement Administrator if you change your mailing address.**

D. How much can I expect to receive?

The estimated payment on this Notice states the estimated total amount you can expect to receive if you participate in the settlement. This amount is based on GSS's records of your total number of workweeks worked during the Class Period. The estimated payment amount may be reduced or increased, however, based on the number of participating Settlement Class Members, the number of Requests for Exclusion submitted, whether additional class members are identified or come forward, the potential reallocation of some of the unclaimed funds to participating Settlement Class Members, and the terms of the Court's final approval order.

Unclaimed Amounts/Uncashed Checks: Participating Settlement Class Members shall have 180 calendar days after the mailing of each Settlement Payment check by the Settlement Administrator to cash their Settlement Payment checks. If after 180 calendar days of mailing, all checks remaining uncashed will be transmitted to the California State Controller's Office to be held as "Unclaimed Property" under the unclaimed property laws in the name of the Settlement Class members.

5. SETTLEMENT ADMINISTRATION COSTS

Costs incurred by the Settlement Administrator in connection with providing Notice to the Class, receiving and determining challenges to estimated settlement payment amounts, receiving and forwarding to the Court and the parties Requests for Exclusion and objection letters received, if any, and calculating and distributing payments due to participating Settlement Class Members and others entitled to settlement payment under the terms of the Settlement Agreement as approved by the Court, will be paid from the Maximum Settlement Amount. These costs are estimated not to exceed \$21,000.00.

The Claims Administrator is:

ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781
Telephone: (888) 250-6810
Website: www.ILYMgroup.com
Email: claims@ILYMgroupclassaction.com

6. ATTORNEYS' FEES AND COSTS

All payments for Class Counsel's attorney's fees and costs will be deducted from the Maximum Settlement Amount. Class Counsel will apply to the Court for final approval of their attorney's fees and costs. The attorneys for the Class will ask for reimbursement of the costs actually incurred in litigating this case and for fees of up to \$1,230,000. The amount of fees and costs awarded will be determined by the Court and will be paid from the Maximum Settlement Amount paid by Defendant.

7. SERVICE AWARDS PAYABLE TO PLAINTIFFS

The Court has also preliminarily approved a payment of \$10,000.00 to each Plaintiff as a service award. The service awards are intended to compensate Plaintiffs for their risk incurred and time and efforts in assisting with the prosecution of the Action on behalf of the Class Members and in return for executing a General Release of all Claims against GSS and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, ("Released Parties") which is broader than the release applicable to the Settlement Class Members who are not a named plaintiff. These awards will be paid from the Maximum Settlement Amount.

8. PAYMENT TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

\$150,000.00 of the Total Settlement Sum will be allocated as penalties authorized by the Private Attorneys General Act, of which \$112,500.00 will be paid to the California Labor and Workforce Development Agency and \$37,500.00 will be paid to participating Settlement Class Members by including that amount in the settlement payments made to the participating Class Members as described in section 4 of this notice.

9. TAX TREATMENT OF INDIVIDUAL SETTLEMENT AMOUNTS

Settlement Payments to participating Settlement Class Members are allocated as follows: (a) 80% as penalties and interest and (b) 20% as wages. Participating Settlement Class Members will be responsible for the tax consequences of all payments received by them, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The parties to the case cannot provide and will not provide any advice regarding tax obligations. You should seek tax advice as to any amounts you receive pursuant to the Settlement from your own tax advisor.

That portion of each Class Member's Individual Settlement Payment representing wages will be subject to normal employment tax withholdings and an IRS Form W-2 will be provided to each Settlement Class Member. That portion of each Class Member's Individual Settlement Payment constituting interest and penalties will be reported on an IRS Form 1099 provided to each Settlement Class Member, with required copies of the IRS Form 1099s provided to the Internal Revenue Service.

10. WHAT DO I NEED TO DO TO COLLECT MONEY?

If you want to participate in the settlement, **you need not take any action to receive a settlement payment** as this will occur automatically. All you need to do is make sure the Settlement Administrator is aware of your correct mailing address.

11. WHAT IF I DO NOTHING?

If you decide to do nothing and the Settlement is approved by the Court, you will receive an Individual Settlement Payment. You will, however, also be bound by the terms of the Settlement Agreement. Specifically, unless you affirmatively exclude yourself from the Settlement, you will be bound by the terms of the release as described in #9 below and therefore be barred from pursuing any state wage law claims against GSS that were alleged in this lawsuit.

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not wish to participate in the Settlement, you may exclude yourself ("opt out") by sending a Request for Exclusion to the Claims Administrator listing your name, address, and phone number, and the last four digits of your social security number along with the following statement:

"I request to be excluded from the class action proceedings in the matter of Priscilla Lopez v. GEO Secure Services, LLC., Case No. ECU002060, pending in the Superior Court of California, County of Imperial."

The Request for Exclusion must be completed, signed, dated, and returned to the Claims Administrator. **THE REQUEST FOR EXCLUSION MUST BE MAILED VIA FIRST-CLASS MAIL AND POSTMARKED NO LATER THAN APRIL 26, 2024.**

Any person who submits a timely Request for Exclusion shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against GSS. However, there are deadlines for pursuing such claims, known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing a claim if you decide to opt out of this Settlement.

Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under the PAGA. Even if a Class Member opts-out, he/she will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt- out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

13. HOW DO I OBJECT TO THE SETTLEMENT?

You may object to the terms of the Settlement before final approval. If you choose to object to the Settlement, you may represent yourself or hire your own attorney. If you wish to object to the settlement, you must file a written objection.

You must file these documents, along with any briefs, exhibits, and/or other material that you wish the Court to consider, with the Clerk of the Superior Court of California, County of Imperial at El Centro Courthouse, 939 Main Street, El Centro, CA 92243. In addition, you must send copies to the Settlement Administrator, and to Class Counsel and Defendant's Counsel identified in Number 10 below.

Any written objections should state each specific reason for your objection and any legal support for each objection. Your objection must also state your full name, address, and the dates of your employment by GSS in California. To be valid and effective, any objections to the proposed Settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than **APRIL 26, 2024**.

IF THE COURT REJECTS YOUR OBJECTION AND APPROVES THE SETTLEMENT, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

14. WHAT CLAIMS DO I RELEASE IF I PARTICIPATE IN THE SETTLEMENT?

Upon the final approval of the Settlement by the Court, all Class Members who do not opt out of the Settlement will release and discharge Released Parties, as defined above, from any and all claims, demands, rights, liabilities, and causes of action that were pled in the Complaint/First Amended Complaint/Second Amended Complaint (altogether, the Operative Complaint), or which could have been pled in the Operative Complaint based on the factual allegations therein, including all of the following claims for relief: (i) failure to pay overtime wages; (ii) failure to pay minimum wages; (iii) failure to provide meal periods; (iv) failure to provide rest breaks; (v) waiting time penalties under Labor Code section 203; (vi) failure to provide accurate wage statements; (vii) failure to reimburse employees for necessary expenditures under Labor Code section 2802; (viii) failure to pay all earned and accrued vacation time under Labor Code section 227.3; (ix) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint; (x) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint; (xi) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (xii) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. This period covered by this release includes April 11, 2020, through September 30, 2023.

15. WHO ARE THE LAWYERS REPRESENTING THE PARTIES?

Attorneys for Plaintiffs & the Class are:

SULLIVAN & YAECKEL LAW GROUP, APC
Eric K. Yaeckel (yaeckel@sullivanlawgroupapc.com)
Ryan T. Kuhn (ryan@sullivanlawgroupapc.com)
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Matthew Carraher (matthew@tomorrowlaw.com)
1460 Westwood Boulevard
Los Angeles, California 90024
Telephone: (310) 438-5555

Attorneys for GSS are:

AKERMAN, LLP
Damien DeLaney
damien.delaney@akerman.com
Rukayat Salaam
rukayat.salaam@akerman.com
633 West Fifth Street, Suite 6400
Los Angeles, CA 90071
Telephone: (213) 688-9500
Facsimile: (213) 627-6342

Copies of any documents filed with the Court in this Litigation should be sent to the above-listed counsel.

16. WHO IS THE SETTLEMENT ADMINISTRATOR?

ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781
Telephone: (888) 250-6810
Website: www.ILYMgroup.com
Email: claims@ILYMgroupclassaction.com

If you move after receiving this notice, or if it was incorrectly addressed, please provide your correct address to the Settlement Administrator.

17. FINAL SETTLEMENT APPROVAL HEARING.

The Court will hold a hearing to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. This hearing will take place at the El Centro Courthouse of the Superior Court of California, County of Imperial, located at 939 Main Street, El Centro, California 92243, at 8:30 a.m., on May 9, 2024. The Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the service awards to be paid to Plaintiffs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing.

18. ADDITIONAL INFORMATION.

The above is a summary of the basic terms of the Settlement. A complete copy of the Settlement Agreement may be obtained from the Settlement Administrator or Class Counsel.

PLEASE DO NOT TELEPHONE OR WRITE THE COURT, GSS, OR ITS ATTORNEYS FOR INFORMATION REGARDING THIS SETTLEMENT. ALL QUESTIONS REGARDING THE SETTLEMENT SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

«Case_Name»

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

LYMIE

R Code»

ILYM ID: «ILYMID»

«first_name» «last_name»

«Address_»

«City», «state» «Zip_Code»

EXHIBIT “B”

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

The Court authorized this notice. This is not a solicitation from a lawyer.

A proposed class action settlement (“Settlement”) has been reached between the Parties in the above-entitled action and preliminarily approved by the Court as described below. You have received this notice because GEO Secure Services’ (“GSS”) records indicate that you are a current or former non-exempt employee of GEO Secure Services, LLC who worked in the State of California as a non-exempt employee from any time between April 11, 2020, and September 30, 2023 (the “Class”).

Dear «First_Name» «Last_Name»:

You are eligible to receive an Individual Settlement Amount, estimated to be approximately \$«Total_Estimated__Settlement_Payment».

This settlement relates only to the time period April 11, 2020 – September 30, 2023 (the “Class Period”), the qualifying time period for this Settlement, and may not reflect all of your employment dates with GSS.

1. WHY SHOULD I READ THIS NOTICE?

You should read this notice because you may be entitled to payment from the Settlement in the above-entitled action and because your legal rights may be affected even if you do nothing. The Plaintiffs and GSS have entered into a Joint Stipulation of Settlement and Release (“Settlement Agreement”) that will, if finally approved by the Court, fully resolve the claims alleged against GSS in this case, as described in Section 2. The Settlement Agreement sets forth the details of the settlement. You may obtain a copy of the Settlement Agreement from either the Claims Administrator or Class Counsel. The proposed Settlement Agreement has been submitted to the Court and has been preliminarily approved for settlement purposes. The Court also preliminarily appointed Plaintiffs as representatives of the Class (“Class Representatives”) and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

SULLIVAN & YAECKEL LAW GROUP, APC
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Ryan T. Kuhn (ryan@sullivanlawgroupapc.com)
2330 Third Avenue, San Diego, CA 92101
Telephone: (619) 702-6761

COLBY LAW FIRM, PC
Aaron Colby (aaron@colbylegal.com)
Zoe Yuzna (zoe@colbylegal.com)
13263 Ventura Boulevard, Suite 203, Studio City, CA 91604
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BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (david@tomorrowlaw.com)
Jeffrey D. Klein (jeff@tomorrowlaw.com)
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1460 Westwood Boulevard, Los Angeles, California 90024
Telephone: (310) 438-5555

As a member of the Class, you are entitled to share in the funds available for settlement of this class action. You are not being sued and you will not be individually responsible for any of the attorney’s fees or expenses of the litigation, as the settlement requires those amounts to be paid by GSS. Your rights will be affected by the Settlement described in this Notice whether you act or not.

The Court must finally approve the terms of the settlement described below as fair and reasonable to the Settlement Class before it takes effect. If approved, the settlement will affect all Class Members who do not exclude themselves from the Settlement Class. An administrator that has been appointed by the Court will make all approved settlement payments after the Court orders them.

2. WHAT IS THIS CASE ABOUT?

Priscilla Lopez, Samdeeshia Bell, Julie Castillo, Tezsanique Hendrickson, and Nickolas Ortiz (together, “Plaintiffs”) are individuals who worked during the Class Period as non-exempt employees of GSS in California. Plaintiffs initially filed separate lawsuits against GSS which have been consolidated and together allege that GSS violated California law by failing to pay all overtime and minimum wages, failing to provide meal periods, failing to provide rest breaks, failing to pay all wages due at termination of employment, providing improper wage statements, failing to reimburse reasonable business expenses, failure to pay all earned and accrued vacation pay, and unfair business practices. Plaintiffs allege that GSS committed these violations as to all California non-exempt employees who worked during the Class Period. Plaintiffs also sought civil penalties under the Private Attorneys General Act (“PAGA”), California Labor Code section 2699.

GSS disputes Plaintiffs allegations in their entirety and contends that it has complied with California law at all times. In recognition of the risk and expense of prolonged litigation, Plaintiffs and GSS decided to attend mediation with a respected class action mediator in an effort to resolve this matter, and after attending mediation, the Parties reached a mutual agreement to settle. There has been no Court ruling or determination on the merits of the claims alleged by Plaintiff or of GSS’s defenses, and as such, the Court has found no liability in this Action.

3. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

This settlement includes all current and former non-exempt employees of GSS who worked in the State of California between April 11, 2020, and September 30, 2023.

4. WHAT ARE THE TERMS OF THE SETTLEMENT AND HOW MUCH CAN I EXPECT TO RECEIVE?

A. Summary of Settlement Terms

GSS will pay \$3,690,000.00 to settle this case (the “Maximum Settlement Amount”). From that amount, payments will be made to Class Counsel for court-approved attorney’s fees and costs, to the Claims Administrator for administration costs, to the California Labor and Workforce Development Agency for penalties, to the Plaintiffs as a service award for their representation of the Class, and for civil penalties pursuant to the Labor Code. After deduction of these amounts, the remainder – the “Net Settlement Sum” – of approximately \$2,226,500 will be distributed to participating Settlement Class Members on a pro rata basis according to the number of workweeks they worked during the Class Period (April 11, 2020, through September 30, 2023). The Claims Administrator will allocate \$37,500 of the Net Settlement Sum as the “PAGA Amount,” which will be distributed to Settlement Class members who worked during the “PAGA Period” (April 12, 2020, through September 30, 2023).

The Individual Settlement Payments Made to Class Members Shall Be Calculated as Follows:

The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: each Settlement Class member shall receive a proportionate settlement share that will be calculated by (1) dividing the Net Settlement Amount by the total number of workweeks worked by all members of the Settlement Class, and (2) multiplying the result by the number of workweeks worked by each individual member of the Settlement Class during the Class Period.

In addition, the PAGA Amount will be allocated as follows: each Class Member who worked for Defendant during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks worked, calculated by (1) dividing the PAGA Amount by the total number of workweeks worked by all Class Members during the PAGA Period, and (2) multiplying the result by the number of workweeks worked by each Class Member during the PAGA Period.

Your Settlement Payment (i.e., the amount you will receive if you do not submit a Request for Exclusion) will be calculated using the formulas described above. However, the actual Settlement Payment may vary depending on the number of Class Members that exclude themselves from the Settlement.

B. Who will receive settlement payments?

Any Class Member who does not submit a timely Request for Exclusion.

C. When will I receive my settlement payment?

Distributions of Settlement Payments to Participating Settlement Class Members shall occur no later than seventeen calendar days after the Court approves the settlement at a Final Fairness Hearing and enters Judgment in accordance with the terms of the Settlement. **To ensure that you receive your settlement payment check you must notify the Settlement Administrator if you change your mailing address.**

D. How much can I expect to receive?

The estimated payment on this Notice states the estimated total amount you can expect to receive if you participate in the settlement. This amount is based on GSS's records of your total number of workweeks worked during the Class Period. The estimated payment amount may be reduced or increased, however, based on the number of participating Settlement Class Members, the number of Requests for Exclusion submitted, whether additional class members are identified or come forward, the potential reallocation of some of the unclaimed funds to participating Settlement Class Members, and the terms of the Court's final approval order.

Unclaimed Amounts/Uncashed Checks: Participating Settlement Class Members shall have 180 calendar days after the mailing of each Settlement Payment check by the Settlement Administrator to cash their Settlement Payment checks. If after 180 calendar days of mailing, all checks remaining uncashed will be transmitted to the California State Controller's Office to be held as "Unclaimed Property" under the unclaimed property laws in the name of the Settlement Class members.

5. SETTLEMENT ADMINISTRATION COSTS

Costs incurred by the Settlement Administrator in connection with providing Notice to the Class, receiving and determining challenges to estimated settlement payment amounts, receiving and forwarding to the Court and the parties Requests for Exclusion and objection letters received, if any, and calculating and distributing payments due to participating Settlement Class Members and others entitled to settlement payment under the terms of the Settlement Agreement as approved by the Court, will be paid from the Maximum Settlement Amount. These costs are estimated not to exceed \$21,000.00.

The Claims Administrator is:

ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781
Telephone: (888) 250-6810
Website: www.ILYMgroup.com
Email: claims@ILYMgroupclassaction.com

6. ATTORNEYS' FEES AND COSTS

All payments for Class Counsel's attorney's fees and costs will be deducted from the Maximum Settlement Amount. Class Counsel will apply to the Court for final approval of their attorney's fees and costs. The attorneys for the Class will ask for reimbursement of the costs actually incurred in litigating this case and for fees of up to \$1,230,000. The amount of fees and costs awarded will be determined by the Court and will be paid from the Maximum Settlement Amount paid by Defendant.

7. SERVICE AWARDS PAYABLE TO PLAINTIFFS

The Court has also preliminarily approved a payment of \$10,000.00 to each Plaintiff as a service award. The service awards are intended to compensate Plaintiffs for their risk incurred and time and efforts in assisting with the prosecution of the Action on behalf of the Class Members and in return for executing a General Release of all Claims against GSS and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, ("Released Parties") which is broader than the release applicable to the Settlement Class Members who are not a named plaintiff. These awards will be paid from the Maximum Settlement Amount.

8. PAYMENT TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

\$150,000.00 of the Total Settlement Sum will be allocated as penalties authorized by the Private Attorneys General Act, of which \$112,500.00 will be paid to the California Labor and Workforce Development Agency and \$37,500.00 will be paid to participating Settlement Class Members by including that amount in the settlement payments made to the participating Class Members as described in section 4 of this notice.

9. TAX TREATMENT OF INDIVIDUAL SETTLEMENT AMOUNTS

Settlement Payments to participating Settlement Class Members are allocated as follows: (a) 80% as penalties and interest and (b) 20% as wages. Participating Settlement Class Members will be responsible for the tax consequences of all payments received by them, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The parties to the case cannot provide and will not provide any advice regarding tax obligations. You should seek tax advice as to any amounts you receive pursuant to the Settlement from your own tax advisor.

That portion of each Class Member's Individual Settlement Payment representing wages will be subject to normal employment tax withholdings and an IRS Form W-2 will be provided to each Settlement Class Member. That portion of each Class Member's Individual Settlement Payment constituting interest and penalties will be reported on an IRS Form 1099 provided to each Settlement Class Member, with required copies of the IRS Form 1099s provided to the Internal Revenue Service.

10. WHAT DO I NEED TO DO TO COLLECT MONEY?

If you want to participate in the settlement, **you need not take any action to receive a settlement payment** as this will occur automatically. All you need to do is make sure the Settlement Administrator is aware of your correct mailing address.

11. WHAT IF I DO NOTHING?

If you decide to do nothing and the Settlement is approved by the Court, you will receive an Individual Settlement Payment. You will, however, also be bound by the terms of the Settlement Agreement. Specifically, unless you affirmatively exclude yourself from the Settlement, you will be bound by the terms of the release as described in #9 below and therefore be barred from pursuing any state wage law claims against GSS that were alleged in this lawsuit.

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not wish to participate in the Settlement, you may exclude yourself ("opt out") by sending a Request for Exclusion to the Claims Administrator listing your name, address, and phone number, and the last four digits of your social security number along with the following statement:

"I request to be excluded from the class action proceedings in the matter of Priscilla Lopez v. GEO Secure Services, LLC., Case No. ECU002060, pending in the Superior Court of California, County of Imperial."

The Request for Exclusion must be completed, signed, dated, and returned to the Claims Administrator. **THE REQUEST FOR EXCLUSION MUST BE MAILED VIA FIRST-CLASS MAIL AND POSTMARKED NO LATER THAN JUNE 14, 2024.**

Any person who submits a timely Request for Exclusion shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against GSS. However, there are deadlines for pursuing such claims, known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing a claim if you decide to opt out of this Settlement.

Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under the PAGA. Even if a Class Member opts-out, he/she will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt-out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

13. HOW DO I OBJECT TO THE SETTLEMENT?

You may object to the terms of the Settlement before final approval. If you choose to object to the Settlement, you may represent yourself or hire your own attorney. If you wish to object to the settlement, you must file a written objection.

You must file these documents, along with any briefs, exhibits, and/or other material that you wish the Court to consider, with the Clerk of the Superior Court of California, County of Imperial at El Centro Courthouse, 939 Main Street, El Centro, CA 92243. In addition, you must send copies to the Settlement Administrator, and to Class Counsel and Defendant's Counsel identified in Number 10 below.

Any written objections should state each specific reason for your objection and any legal support for each objection. Your objection must also state your full name, address, and the dates of your employment by GSS in California. To be valid and effective, any objections to the proposed Settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than **June 14, 2024**.

IF THE COURT REJECTS YOUR OBJECTION AND APPROVES THE SETTLEMENT, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

14. WHAT CLAIMS DO I RELEASE IF I PARTICIPATE IN THE SETTLEMENT?

Upon the final approval of the Settlement by the Court, all Class Members who do not opt out of the Settlement will release and discharge Released Parties, as defined above, from any and all claims, demands, rights, liabilities, and causes of action that were pled in the Complaint/First Amended Complaint/Second Amended Complaint (altogether, the Operative Complaint), or which could have been pled in the Operative Complaint based on the factual allegations therein, including all of the following claims for relief: (i) failure to pay overtime wages; (ii) failure to pay minimum wages; (iii) failure to provide meal periods; (iv) failure to provide rest breaks; (v) waiting time penalties under Labor Code section 203; (vi) failure to provide accurate wage statements; (vii) failure to reimburse employees for necessary expenditures under Labor Code section 2802; (viii) failure to pay all earned and accrued vacation time under Labor Code section 227.3; (ix) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint; (x) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint; (xi) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (xii) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. This period covered by this release includes April 11, 2020, through September 30, 2023.

15. WHO ARE THE LAWYERS REPRESENTING THE PARTIES?

Attorneys for Plaintiffs & the Class are:

SULLIVAN & YAECKEL LAW GROUP, APC
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Ryan T. Kuhn (ryan@sullivanlawgroupapc.com)
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COLBY LAW FIRM, PC
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BIBIYAN LAW GROUP, P.C.
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Los Angeles, California 90024
Telephone: (310) 438-5555

Attorneys for GSS are:

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Rukayat Salaam
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633 West Fifth Street, Suite 6400
Los Angeles, CA 90071
Telephone: (213) 688-9500
Facsimile: (213) 627-6342

Copies of any documents filed with the Court in this Litigation should be sent to the above-listed counsel.

16. WHO IS THE SETTLEMENT ADMINISTRATOR?

ILYM Group, Inc.
P.O. Box 2031. Tustin, CA 92781
Telephone: (888) 250-6810
Website: www.ILYMgroup.com
Email: claims@ILYMgroupclassaction.com

If you move after receiving this notice, or if it was incorrectly addressed, please provide your correct address to the Settlement Administrator.

17. FINAL SETTLEMENT APPROVAL HEARING.

The Court will hold a hearing to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. This hearing will take place at the El Centro Courthouse of the Superior Court of California, County of Imperial, located at 939 Main Street, El Centro, California 92243, at 8:30 a.m., on May 9, 2024. The Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the service awards to be paid to Plaintiffs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing.

18. ADDITIONAL INFORMATION.

The above is a summary of the basic terms of the Settlement. A complete copy of the Settlement Agreement may be obtained from the Settlement Administrator or Class Counsel.

PLEASE DO NOT TELEPHONE OR WRITE THE COURT, GSS, OR ITS ATTORNEYS FOR INFORMATION REGARDING THIS SETTLEMENT. ALL QUESTIONS REGARDING THE SETTLEMENT SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

«Case_Name»
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

ILYMID
R Code»

ILYM ID: «ILYMID»
«first_name» «last_name»
«Address_»
«City», «state» «Zip_Code»