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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ALICIA ORTEGA, BRYAN SHEPPARD,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act; SHANTEANNA BROWN,
RAYVEYONE BROWN, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiffs,

v.

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

Defendants.

Case No. 34-2020-00278712-CU-OE-GDS

Honorable Lauri A. Damrell
Department 22

CLASS ACTION

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC. IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 2, 2024
Time: 9:00 a.m.
Department: 22

Complaint Filed: May 15, 2020
FAC Filed: October 19, 2021
Trial Date: None Set

1 4. On July 27, 2023, ILYM Group received the Class List from counsel for Defendant,
2 which contained the full name, last known mailing address, Social Security number, start and end
3 dates of employment as an hourly-paid or non-exempt employee in California during the Class
4 Period for each Class Member, and such other information as if necessary to calculate Workweeks
5 and PAGA Workweeks as determined by the Settlement Administrator (“Class List”). The data
6 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
7 Class List contained five hundred sixty-five (565) individuals who worked twenty one thousand
8 one hundred thirty one (21,131) Workweeks.

9 5. On August 9, 2023, ILYM Group received the Court approved text for the Class
10 Notice from Counsel for Plaintiffs. ILYM Group prepared a draft of the formatted Notice Packet,
11 which was approved by the Parties’ Counsel prior to mailing.

12 6. As part of the preparation for mailing, all 565 names and addresses contained in the
13 Class List were then processed against the National Change of Address (“NCOA”) database,
14 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
15 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
16 contains requested change of addresses filed with the USPS. To the extent that an updated address
17 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
18 To the extent that no updated address was found in the NCOA database, the original address
19 provided by counsel for Defendant was used for the mailing of the Class Notice.

20 7. On October 30, 2023, the Class Notice was mailed, via U.S First Class Mail, to all
21 565 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
22 copy of the mailed Class Notice.

23 8. As of the date of this declaration, one hundred six (106) Class Notices have been
24 returned to our office as undeliverable. Of the 106 returned Class Notices, one (1) was returned
25 with a forwarding address and promptly re-mailed to the forwarding address provided. ILYM
26 Group performed a computerized skip trace on the one hundred five (105) returned Class Notices
27 that did not have a forwarding address, in an effort to obtain an updated address for the purpose of
28 re-mailing the Class Notice. As a result of this skip trace, ninety-four (94) updated addresses were

1 obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S First
2 Class Mail.

3 9. As of the date of this declaration, a total of ninety-five (95) Class Notices have been
4 re-mailed. Specifically, one (1) was re-mailed as a result of a forwarding address provided by the
5 USPS and ninety-four (94) have been re-mailed as a result of ILYM Group's skip tracing efforts.

6 10. As of the date of this declaration, a total of eleven (11) Class Notices have been
7 deemed undeliverable. Specifically, 11 have been deemed undeliverable as no updated address
8 was found notwithstanding the skip tracing.

9 11. As of the date of this declaration, ILYM Group has not received any Requests for
10 Exclusion. The deadline to submit a Request for Exclusion from the Settlement was December
11 14, 2023.

12 12. As of the date of this declaration, ILYM Group has not received any Notices of
13 Objections to the Settlement. The deadline to submit a Notice of Objection to the Settlement was
14 December 14, 2023.

15 13. As of the date of this declaration, ILYM Group has not received any Workweek
16 Disputes. The deadline to submit a Workweek Dispute was December 14, 2023.

17 14. As of the date of this declaration, ILYM Group will report a total of five hundred
18 sixty-five (565) Class Members who did not submit a valid and timely Request for Exclusion
19 ("Settlement Class Members"), representing 100% of the 565 Class Members.

20 15. Settlement Class Members will receive a proportional share of the Net Settlement
21 Amount through Individual Settlement Payments, based on the number of Workweeks worked by
22 each Settlement Class Member during the Class Period. The Net Settlement Amount is the amount
23 remaining after deduction of the Court-approved payments from the Gross Settlement Amount
24 (\$1,400,000.00) for Attorneys' Fees (\$490,000.00) and Attorneys' Costs (\$40,000.00), the
25 Enhancement Payments (\$10,000.00 each), Settlement Administration Cost to ILYM Group
26 (\$19,950), and the PAGA Penalties (\$150,000.00).

27 ///

28 ///

1 16. Pursuant to the Settlement Agreement, twenty-five percent (25%) of the PAGA
2 Penalties (\$37,500.00) will be payable to Aggrieved Employees on a pro rata basis based on their
3 Workweeks during the PAGA Period (“Individual PAGA Payment”), and seventy-five percent
4 (75%) of the PAGA Penalties (\$112,500.00) will be payable to the California Labor and Workforce
5 Development Agency (“LWDA”) (“LWDA Payment”). Aggrieved Employees cannot opt out of
6 the PAGA Settlement. There are two hundred eighty two (282) Aggrieved Employees who worked
7 six thousand three hundred eighty eight (6,388) PAGA Workweeks.

8 Gross Settlement Amount	\$ 1,400,000.00
9 Attorneys’ Fees	\$ 490,000.00
10 Attorneys’ Costs	\$ 40,000.00
11 Enhancement Payments (Total)	\$ 40,000.00
12 Settlement Administration Costs	\$ 19,950.00
13 LWDA Payment	\$ 112,500.00
14 PAGA Employee Amount	\$ 37,500.00
15 Net Settlement Fund (estimated)	\$ 660,050.00

16 17. To determine a Settlement Class Member’s Individual Settlement Payment, ILYM
17 Group will divide the final Net Settlement Amount by the Workweeks of all Settlement Class
18 Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s
19 individual Workweeks by the Final Workweek Value. Based on these calculations, the *highest*
20 gross Individual Settlement Payment to a Settlement Class Member is currently estimated to be
21 approximately \$6,309.69, the *average* gross Individual Settlement Payment to a Settlement Class
22 Member is currently estimated to be approximately \$1,168.23, and the *lowest* gross Individual
23 Settlement Payment to a Settlement Class Member is currently estimated to be approximately
24 \$31.24.

25 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
26 estimated to be approximately \$328.74, and the *average* Individual PAGA Payment to an
27 Aggrieved Employee is currently estimated to be approximately \$66.37.

28 ///

19. 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 \$19,950.00. 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. A true and correct copy of the invoice from ILYM Group is attached hereto as **Exhibit B**.

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 10th day of January 2024, at Tustin, California.

Nathalie Hernandez
Nathalie Hernandez

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Ortega, et al. v. Smartguard Inc.
Superior Court of California for the County of Sacramento
Case No. 34-2020-00278712-CU-OE-GDS

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Alicia Ortega, Bryan Sheppard, Shanteanna Brown and Rayveyone Brown ("Plaintiffs") and Defendant Smartguard Inc., ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled) *Ortega, et al., v. Smartguard Inc.*, Superior Court of California for the County of Sacramento Case No. 34-2020-00278712-CU-OE-GDS ("Action"). The settlement may affect your legal rights. On May 5, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on February 2, 2024, at 9:00AM ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant, employed in California at any time during the PAGA Period.

"Class" means all current and former hourly-paid or non-exempt employees of Defendant, employed in California at any time during the Class Period.

"Class Member" means an individual member of the Class.

"Class Period" means the time period from May 15, 2016, through March 31, 2021.

"Class Settlement" means the settlement and resolution of all "Class Released Claims."

"PAGA Period" means the time period from March 3, 2019, through March 31, 2021

"PAGA Settlement" means the settlement and resolution of "PAGA Released Claims."

II. BACKGROUND OF THE LAWSUIT

On March 3, 2020, Plaintiff Alicia Ortega provided written notice by online submission ("Ortega LWDA Notice") to the California Labor and Workforce Development Agency ("LWDA"), and by certified mail to Defendant of alleged violations of the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.

On May 15, 2020, Plaintiff Alicia Ortega commenced a putative class action lawsuit by filing the Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant Smartguard Inc., in the Sacramento County Superior Court, Case No. 34-2020-00278712 ("Action").

On June 3, 2021, Plaintiff Bryan Sheppard provided written notice by online submission ("Sheppard LWDA Notice") LWDA, and by certified mail to Defendant of alleged violations of the California Labor Code and the IWC Wage Orders.

On October 19, 2021, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), adding named Bryan Sheppard, Shanteanna Brown, and Rayveyone Brown to the Action as additional representative plaintiffs.

Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, failing to provide compliant meal and rest breaks and associated premiums, failing to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failing to provide accurate wage statements, failing to keep requisite payroll records, and failing to reimburse business expenses, and thereby engaged in unfair business practices and conduct that is in violation of California Business & Professions Code section 17200, *et seq.*, and engaged in conduct that gives rise to civil penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”).

On May 5, 2023, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc., as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Alicia Ortega, Bryan Sheppard, Shanteanna Brown, and Rayveyone Brown as the representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Annabel Blanchard
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Action have merit or that the Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Gross Settlement Amount is One Million Four Hundred Thousand Dollars (\$1,400,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Settlement Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorney Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$490,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each to Plaintiffs for their services in the Action;

(3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) for its 75% portion of the PAGA Penalties (“LWDA Payment”) and the remaining 25%, or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their Workweeks during the PAGA Period (i.e., “Individual PAGA Payment”); and (4) Settlement Administration Costs in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of Workweeks worked by each Settlement Class Member as an hourly-paid or non-exempt employee of Defendant in California during the Class Period (“Workweeks”), which will be calculated by the Settlement Administrator by determining the total number of days between hire and termination date provided for each employee, dividing this number by seven (7), and then rounding the product up to the nearest whole number if it is not already a whole number.

The Settlement Administrator has divided the final Net Settlement Amount by the Workweeks of all Settlement Class members to yield the “Final Workweek Value,” and multiplied each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Employee Amount attributed to Aggrieved Employees, i.e., \$37,500.00, (“Individual PAGA Payment”) based on the number of Workweeks worked by each Aggrieved Employee as an hourly-paid or non-exempt employee of Defendant in California during the PAGA Period (“PAGA Workweeks”), which will be calculated by the Settlement Administrator by determining the total number of days between hire and termination date provided for each employee, dividing this number by seven (7), and then rounding the product up to the nearest whole number if it is not already a whole number.

The Settlement Administrator has divided the PAGA Employee amount by the total number of PAGA Workweeks worked by all Aggrieved Employees to produce a “Weekly PAGA Value,” then multiplied the Weekly PAGA Value by the number of PAGA Workweeks attributable to an individual Aggrieved Employee to derive his or her Individual PAGA Payment (which is listed in Section III.C below). PAGA Group Members shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Individual Settlement Shares will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) as interest, penalties, and other non-wage damages which will be reported on an IRS Form 1099 (if required). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Individual PAGA Payments will be allocated one hundred percent (100%) as civil penalties and will be reported on an IRS Form 1099-MISC, if necessary. Defendant shall pay the Employer Taxes in addition to the Gross Settlement Amount, to the Settlement Administrator, and the Settlement Administrator will forward the Employer Taxes to the pertinent taxing authorities.

If the Court grants final approval of the Settlement, Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Settlement Class Members and Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendant’s records, you have been credited with «Class_Week_Counts» Workweeks during the Class Period, i.e., from May 15, 2016, through March 31, 2021.

According to Defendant’s records, you have been credited with «PAGA_Week_Counts» PAGA Workweeks during the PAGA Period, i.e., from March 3, 2019, through March 31, 2021.

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter (“Workweeks Dispute”) that is sent to the Settlement Administrator. The Workweeks Dispute must: (a) contain the case name and number of the Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; (f) be returned by mail or fax to the Settlement Administrator at the specified address and/or fax number listed below (Section IV.B), postmarked or fax-stamped on or before the December 14, 2023 deadline.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«Class_Estimated_Settlement_Amount». The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$«PAGA_Estimated_Settlement_Amount» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Settlement Class Members shall be deemed to have fully, finally and forever settled and released any and all of the Class Released Claims, and all Aggrieved Employees will be deemed to have fully, finally and forever settled and released any and all of the PAGA Released Claims.

“Released Claims” means any and all causes of action, claims, rights, damages, penalties, liabilities, expenses, and losses, pled in the Operative Complaint or LWDA Notices, or that could have been pled therein, based on the facts alleged in the Operative Complaint or the LWDA Notices, against Defendant and each and all of its officers, agents, directors, supervisors, employees, representatives, insurers and their successors and assigns, subsidiaries, affiliated entities, and all persons acting by, through, under, or in concert with any of them (collectively, “Released Parties”), including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to pay timely wages during employment, failure to pay reporting time pay, failure to maintain requisite payroll records, failure to provide a day of rest, failure to reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, California Industrial Welfare Commission Wage Orders Nos. 4-2001, 7-2001, and 9-2001, unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, et seq., and civil penalties pursuant to CPAGA based on the aforementioned. The released claims do not include, and specifically exclude, workers’ compensation claims and any other claims that cannot be waived or released by law.

“Class Released Claims” means any and all Released Claims arising during the Class Period, other than those arising under the Private Attorneys General Act, California Labor Code Section 2698, et seq.

“PAGA Released Claims” means any and all Released Claims under the Private Attorneys General Act, California Labor Code Section 2698, et seq. arising during the PAGA Period.

“Released Parties” means Defendant and each and all of its officers, agents, directors, supervisors, employees, representatives, insurers and their successors and assigns, subsidiaries, affiliated entities, and all persons acting by, through, under, or in concert with any of them

E. Attorney Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$490,000.00) and reimbursement of litigation costs and expenses not to exceed Forty Thousand Dollars (\$40,000.00) (collectively, "Attorney Fees and Costs"), subject to approval by the Court. All Attorney Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of up to Ten Thousand Dollars (\$10,000.00) each ("Enhancement Payments"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) to which they are entitled under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty-Five Thousand Dollars (\$25,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and Aggrieved Employees of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweek Disputes, calculating Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Class Released Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or Aggrieved Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written letter ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Class Settlement; and (e) be returned by mail or fax to the Settlement Administrator at the specified address and/or fax number listed below, postmarked or faxed on or before **December 14, 2023**, at the following mailing address:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Fax: 888-845-6185

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Class Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Class Released Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court, if the Court grants final approval of the Settlement. However, consistent with applicable law, Aggrieved Employees may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release of PAGA Released Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

The Notice of Objection must: (a) contain the case name and number of the Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security number; (d) contain a written statement of all grounds for the objection, accompanied by any legal support for such objection; (e) include copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail or fax to the Settlement Administrator at the specified address and/or fax number, postmarked or faxed on or before **December 14, 2023**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 28 of the Sacramento County Superior Court, located at 720 9th Street Sacramento, California 95814, on February 2, 2024 at 9:00AM, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorney Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk’s office, located at Gordon D. Schaber Sacramento County Courthouse 720 9th Street, Sacramento, California during business hours, or online by visiting the following website: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: 888-250-6810 OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Ortega, et al. v Smartguard, Inc.

Wednesday, January 10, 2024

ILYM Contact

E-Mail

Contact Number

Lisa Mullins

Lisa@ilymgroup.com

714.878.8836

ASSUMPTIONS	
Total Number of Class Members	565
Estimated Mail Returned as Undeliverable	15%
NCOA	Yes
Certified Spanish Translation	No

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	6	\$900.00
Programming of Class Database	Hourly	\$175.00	6	\$1,050.00
Subtotal				\$1,950.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	10	\$1,200.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	8	\$560.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	8	\$560.00
Report Processing	Hourly	\$70.00	10	\$700.00
NCOA	Flat Rate	\$750.00	1	\$750.00
Toll Free Customer Service Representative	Flat Fee	\$350.00	1	\$350.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$4,120.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	565	\$847.50
USPS First Class Postage	Per Piece	\$0.63	565	\$355.95
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	113	\$226.00
Storage, Photocopies, Deliveries	Flat Fee	\$492.35	1	\$492.35

Subtotal **\$1,921.80**

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	16	\$2,400.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	16	\$2,000.00
1st Disbursement Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.50	565	\$847.50
USPS First Class Postage	Per Piece	\$0.63	565	\$355.95
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	57	\$84.75
Preparation of Taxes	Hourly	\$120.00	20	\$2,400.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal **\$9,588.20**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	4	\$400.00
Project Manager Final Reporting	Hourly	\$120.00	6	\$720.00
Process Uncashed Funds to the State	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal **\$2,370.00**

Total Case Estimate: \$19,950.00