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Attorneys for Plaintiffs Maria Ayala and Rosa Hands

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

MARIA AYALA, individually, and on behalf
of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act; ROSA HANDS,
individually, and on behalf of other members
of the public similarly situated, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

SDH SERVICES WEST, LLC, a Delaware
limited liability company; SODEXO, INC., a
Delaware corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No. BCV-21-101933

Honorable Thomas S. Clark
Department 17

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC. REGARDING NOTICE
AND SETTLEMENT ADMINISTRATION**

Date: May 17, 2024
Time: 8:30 a.m.
Dept.: 17

Complaint Filed: August 20, 2021
Trial Date: Not Set

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1. I am a resident of the United States of America and am over the age of 18. I am the Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional settlement services provider who has been retained by the Parties’ counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned *Maria Ayala; Rosa Hands v. SDH Services West, LLC, et al.* matter (“Action”). I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

3. ILYM Group was engaged by the Parties' counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after final approval of the Settlement is granted, include: (a) printing and mailing the *Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval* in English ("Class Notice"); (b) receiving and processing written requests to opt out of, or exclude oneself from, the Settlement ("Request for Exclusion") and written objections to the Settlement ("Notice of Objection"); (c) resolving Class Members' disputes over the number of workweeks Defendants have record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On January 10, 2024, ILYM Group received the Court approved text for the Class
2 Notice from counsel for Plaintiffs. ILYM Group prepared a draft of the formatted Class Notice,
3 which was approved by the Parties' counsel prior to mailing.

4 5. On January 10, 2024, ILYM Group received the Class data file ("Class
5 Information") from counsel for Defendants, which contained the full name, employer number,
6 social security number, last known mailing address, number of workweeks, number of pay periods,
7 and employment dates for each Class Member. The Class Information was uploaded to our
8 database and checked for duplicates and other possible discrepancies. The Class Information
9 contained 307 individuals identified as Class Members who worked 34,404 weeks during which
10 they each performed a full week of work during the Class Period ("Compensable Workweeks").

11 6. As part of the preparation for mailing, all 307 names and addresses contained in the
12 Class Information were then processed against the National Change of Address ("NCOA")
13 database, maintained by the United States Postal Service ("USPS"), for purposes of updating and
14 confirming the mailing addresses of the Class Members before mailing of the Class Notice. The
15 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
16 address was found in the NCOA database, the updated address was used for the mailing of the
17 Class Notice. To the extent that no updated address was found in the NCOA database, the original
18 address provided by counsel for Defendants was used for the mailing of the Class Notice.

19 7. On January 23, 2024, the Class Notice was mailed, via U.S First Class Mail, to all
20 307 individuals identified as Class Members contained in the Class Information. Attached hereto,
21 as **Exhibit A**, is a true and correct copy of an exemplar Class Notice.

22 8. As of the date of this declaration, 8 Class Notices were returned to our office as
23 undeliverable without forwarding addresses. ILYM Group performed a computerized skip trace on
24 the 8 returned Class Notices in an effort to obtain an updated address for the purpose of re-mailing
25 the Class Notice. As a result of this skip trace, 7 updated addresses were obtained and the Class
26 Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. As of the date
27 of this declaration, a total of 1 Class Notice has been deemed undeliverable as no updated address
28 was found notwithstanding the skip tracing.

9. As of the date of this declaration, ILYM Group has not received any Requests for Exclusion. The deadline to submit a Request for Exclusion was March 8, 2024.

10. As of the date of this declaration, ILYM Group has not received any Notices of Objection. The deadline to submit a Notice of Objection was March 8, 2024.

11. As of the date of this declaration, ILYM Group has not received any disputes to Compensable Workweeks. The deadline to submit a dispute to Compensable Workweeks was March 8, 2024.

12. As of the date of this declaration, there are 307 Class Members who did not submit a valid and timely Request for Exclusion (“Settlement Class Members”) representing 100% of the Class.

13. Settlement Class Members will receive a proportional share of the Net Settlement Amount (“Individual Settlement Payment”), calculated by a pro-rata formula, based on their number of Compensable Workweeks worked during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the escalated Maximum Settlement Amount for Attorneys’ Fees and Expenses, Class Representative Service Awards, and Settlement Administration Costs as follows:

Escalated Maximum Settlement Amount	\$616,860.00
Class Counsel Fees	\$200,000.00
Class Counsel Expenses	\$20,000.00
Class Representative Service Awards (2)	\$10,000.00
Settlement Administration Costs	\$9,957.46
Net Settlement Amount	\$376,902.54

To determine a Settlement Class Member’s Individual Settlement Payment, the Net Settlement Amount will be divided by the total number of Compensable Workweeks for all Settlement Class Members resulting in a value for each week worked by the Settlement Class Members during the Class Period (“Workweek Value”); then, the Workweek Value will be multiplied by the number of Compensable Workweeks for each Settlement Class Member. Any Class Member who previously settled and released their claims in the matter of *Geoffrey Gross and*

1 *Leonard Pinckney v. Sodexo, Inc., et al.*, Kern County Superior Court Case No. BCV-18-101746,
2 will have their workweeks released in that settlement excluded from their payout calculation in this
3 matter. If a Settlement Class Member's Individual Settlement Payment will be less than \$50, that
4 Settlement Class Member will receive \$50. Based on these calculations, the estimated *average*
5 gross Individual Settlement Payment is \$1,227.70, the estimated *highest* gross Individual
6 Settlement Payment is \$2,388.19, and the estimated *lowest* gross Individual Settlement Payment is
7 \$50. These amounts are subject to employee-side and employer-side taxes and withholdings.

8 14. ILYM Group's total fees and costs for services in connection with the administration
9 of the Settlement, which includes fees and costs incurred to date, as well as anticipated fees and
10 costs for completion of the settlement administration, are \$9,957.46. ILYM Group's work in
11 connection with this matter will continue with the calculation of the settlement award payments,
12 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
13 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
14 Group to perform. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's
15 quote.

16 I declare under penalty of perjury under the laws of the State of California and the United
17 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
18 was executed this 9th day of April 2024, at Tustin, California.

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22 NICK CASTRO
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EXHIBIT “A”

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

**(Maria Ayala; Rosa Hands v. SDH Services West, LLC, et al.,
Kern County Superior Court Case No. BCV-21-101933)**

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants SDH Services West, LLC (“SDH”) and/or Sodexo, Inc. (“Sodexo”) (together, “Defendants”) for alleged wage and hour violations. The Action was filed by former SDH employees Maria Ayala and Rosa Hands (“Plaintiffs”) and seeks payment of alleged unpaid wages and other relief for all individuals who worked for Defendant SDH Services West, LLC at Long Beach Memorial Hospital as a non-exempt, hourly-paid employee at any time during the period August 20, 2017 through June 30, 2021, and who were terminated on June 30, 2021 (“Class” or “Class Members”). The “Class Period” is defined as the period from August 20, 2017 through June 30, 2021.

Based on SDH’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$«Estimated Individual Settlement Payment» (less applicable taxes and withholdings).** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimate is based on SDH’s records showing that **you worked «M__of__Workweeks» workweeks** during which you performed a week of work in the Class Period (“Compensable Workweeks”). In the case of any partial workweek, that workweek will be rounded to the nearest whole number, including without limitation, zero. If you believe that you worked more Compensable Workweeks during the Class Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys. The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for SDH during the Class Period, you have two options under the Settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Settlement Class Member, though, you will give up your right to assert the claims against Defendants premised on purported violations during the Class Period.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Settlement (opt-out) by timely submitting to the Settlement Administrator a written Request for Exclusion with all of the requisite information identified in Section 6 of this Notice. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue the claims against Defendants that would otherwise be released if you did not opt-out of the Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement. See Section 9 of this Notice.
You Can Opt-out of the Settlement The Opt-out Deadline is March 8, 2024	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment and you cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Settlement Class Members Can Object to the Settlement Written Objections Must be Submitted by March 4, 2024	All Class Members who do not submit a valid and timely Request for Exclusion ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the May 17, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on May 17, 2024, at 8:30 a.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Compensable Workweeks Written Challenges Must be Submitted by March 8, 2024	The amount of your Individual Settlement Payment depends on how many Compensable Workweeks you worked during the Class Period. The number of Compensable Workweeks you worked according to SDH'S records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by <u>March 8, 2024</u> . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former SDH employees. The Action accuses SDH of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest premiums (based on failure to provide lawful meal and rest periods), vested vacation wages, wages due upon separation, and timely payment of all wages and failing

to provide accurate itemized wage statements and payroll records. Plaintiffs are represented by the attorneys at Blackstone Law, APC (“Class Counsel”).

SDH strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether SDH or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and SDH hired a well-respected private mediator in an effort to resolve the Action by negotiating an end to the case by agreement (i.e., a settlement) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Settlement” or “Settlement Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, Plaintiffs and SDH have negotiated the proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SDH does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SDH has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. SDH Will Pay \$616,860 as the “Maximum Settlement Amount.” SDH has agreed to deposit the Maximum Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Maximum Settlement Amount to pay, among other things, the Individual Settlement Payments, Class Representative Service Awards, Class Counsel’s attorney’s fees and expenses, and the Settlement Administrator’s fees and expenses. Assuming the Court grants Final Approval, SDH will fund the Maximum Settlement Amount not more than 10 business days after it receives notice that the Judgment entered by the Court has become final or the Settlement Administrator provides SDH the information needed to transfer the funds, whichever is later. The Judgment will be final on the date upon which the time for appeal of the Court’s entry of Judgment expires, or if the Judgment is timely appealed, the date of final resolution of any appeal of the Judgment.
2. Court Approved Deductions from the Maximum Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$200,000 to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 to each named Plaintiff as a Class Representative Service Award for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Awards will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Settlement Payments.

C. Up to \$10,000 to the Settlement Administrator for services administering the Settlement.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Settlement Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Maximum Settlement Amount (the “Net Settlement Amount”) by making Individual Settlement Payments to Settlement Class Members based on their Compensable Workweeks.
4. Taxes Owed on Individual Settlement Payments to Settlement Class Members. Plaintiffs and SDH are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages (“Wage Portion”), forty percent (40%) as non-wage interest, and forty percent (40%) as non-wage penalties (together, “Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. All employer payroll taxes SDH owes on the Wage Portion will also be paid from the Maximum Settlement Amount. The Non-Wage Portion is not subject to withholdings and will be reported on IRS 1099 Form (if applicable).

Although Plaintiffs and SDH have agreed to these allocations, neither side is giving you any advice on whether your Individual Settlement Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Individual Settlement Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
7. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion, Notices of Objection, and challenges to Compensable Workweeks. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.
8. Settlement Class Members’ Release. Upon the Effective Date, and upon the Settlement Administrator’s receipt of the Maximum Settlement Amount from Defendants, Plaintiffs and all Class Members who have not timely opted out of the settlement shall release Defendants and their insurers, parents, subsidiaries, affiliated companies, charitable organizations, partners, trustees, directors, officers,

clients, agents, servants and employees, past and present and each of them (“Released Parties”) of all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might have been asserted based on the facts and claims alleged in the operative Complaint and arising during the period from and including August 20, 2017 through June 30, 2021 for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties (including without limitation waiting time penalties under Labor Code section 203), restitution, interest, liquidated damages, attorneys’ fees, or costs, or any other recovery based on or arising out of the claims and allegations alleged in the Lawsuit, including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Failure to Pay Wages Including Overtime; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Vested Vacation Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages Upon Termination; (8) Unfair Competition; and (8) any and all corresponding claims that could have been brought under California law based on the facts and claims alleged in the operative Complaint during the Class Period, including claims for failure to pay wages (including overtime or premium wages).

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Compensable Workweeks for all Settlement Class Members, and (b) multiplying the result by the number of Compensable Workweeks worked by each individual Settlement Class Member. Any Class Member who previously settled and released their claims in the matter of *Geoffrey Gross and Leonard Pinckney v. Sodexo, Inc., et al.*, Kern County Superior Court Case No. BCV-18-101746, will have their workweeks released in that settlement excluded from their payout calculation in this matter.
2. Compensable Workweeks Challenges. The number of Compensable Workweeks you worked during the Class Period, as recorded in SDH’s records, are stated on the first page of this Notice. You have until March 8, 2024, to challenge the number of Compensable Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email, or fax. Section 9 of this Notice has the Settlement Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept SDH’s calculation of Compensable Workweeks based on SDH’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Compensable Workweeks challenges based on your submission and on input from Class Counsel and SDH’s counsel. The Settlement Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn’t opt-out) in the amount of the Settlement Class Member’s Individual Settlement Payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE SETTLEMENT?

Submit a written request to opt out of, or exclude oneself from the Settlement (“Request for Exclusion”). A Request for Exclusion must: (1) contain your name, address, telephone number, and last four digits of your Social Security Number; (2) be signed by you; and (3) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded that contains the foregoing information. Be sure to personally sign your request and identify the Action as *Maria Ayala; Rosa Hands v. SDH Services West, LLC., et al.* You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your Request for Exclusion by March 8, 2024, or it will be invalid.** Section 9 of this Notice has the Settlement Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing on May 17, 2024, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys’ Fees and Expenses and Class Representative Service Awards stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation costs and expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator’s Website www.ilymgroup.com/sdhservices.com or the Court’s website <https://www.kern.courts.ca.gov/>.

A Settlement Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval, and/or Motion for Attorneys’ Fees and Expenses and Class Representative Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections (“Notice of Objection”) to the Settlement Administrator is March 8, 2024.** A Notice of Objection must: (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. Make sure you identify the Action *Maria Ayala; Rosa Hands v. SDH Services West, LLC., et al.*. Section 9 of this Notice has the Settlement Administrator’s contact information.

Alternatively, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on May 17, 2024, at 8:30 a.m. in Department 17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301. At the Final Approval Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom

(<https://www.kern.courts.ca.gov/online-services/remote-court-hearings>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.ilymgroup.com/sdhservices beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment, or any other Settlement documents is to go to the Settlement Administrator's website at www.ilymgroup.com/sdhservices. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.kern.courts.ca.gov/online-services/case-information-search> and entering the Case Number for the Action, Case No. BCV-21-101933. You can also make an appointment to personally review court documents in the Clerk's Office at the Metropolitan Division Justice Building by calling (661) 868-3588.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Jonathan M. Genish
Miriam L. Schimmel
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
(310) 622-4278

Settlement Administrator:

ILYM Group, Inc.
claims@ilymgroup.com
P.O. Box 2031, Tustin, CA 92781
Telephone: (888) 250-6810
Fax Number: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Ayala v. Sodexo

Monday, November 21, 2022

Requesting Law Firm:	Blackstone Law, APC
Attorney Contact:	Joana Fang
E-Mail Address:	ifang@blackstonepc.com
ILYM Group Contact:	Sean Hartranft
E-Mail Address:	Sean@ilymgroup.com
Contact Number:	949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Estimated Class Size	307
Estimated Percentage of Undeliverable Mail	10%
ILYM Group Static Website	Yes
Certified Spanish Translation	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*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.

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	0	\$0.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	3	\$210.00
NCOA	Flat Fee	\$50.00	1	\$50.00
Toll-Free Call Center Support	Flat Fee	\$75.00	1	\$75.00
Certified Spanish Translation	Flat Fee	\$1,200.00	1	\$1,200.00
Weekly Reports	Flat Fee	\$750.00	1	Waived

Subtotal \$2,275.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	307	\$460.50
USPS First Class Postage	Per Piece	\$0.81	307	\$248.67
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.50	61	\$153.50
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$1,162.67

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check Stub & Release - (including W-2 & 1099)	Per Check	\$1.25	307	\$383.75
Check Mailing Postage	Per Piece	\$0.57	307	\$174.99
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$1.50	31	\$46.05
Preparation of Taxes	Hourly	\$125.00	12	\$1,500.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,429.79

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declarations	Hourly	\$125.00	2	\$250.00

Subtotal \$1,440.00

Will Not Exceed: \$9,957.46

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintains reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.