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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOHANNA SANCHEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

SU CASA DE CAMBIO CESAR CHAVEZ,
INC., a California corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No. 21STCV32728

**DECLARATION OF STEPHANIE
MOLINA OF ILYM GROUP, INC., IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 13, 2023

Time: 9:00 a.m.

Judge: Hon Maren Nelson

Dept.: Dept. 17

1 I, Stephanie Molina, declare as follows:

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

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

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and 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 *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval*
18 (“Notice Packet”); (b) receiving and processing requests for exclusion from, and objections to, the
19 Settlement; (c) resolving Class Members’ disputes over the number of workweeks Defendants
20 have record of them working during the Class Period and the number of Pay Periods Defendants
21 have record of them working during the PAGA Period, which was pre-printed on their
22 individualized Notice Packet ; (d) calculating individual settlement award amounts; (e) processing
23 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement
24 and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h)
25 handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
26 performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to
27 perform.

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1 4. On August 2, 2023, ILYM Group received the Court approved text for the Notice
2 Packet from Plaintiff's Counsel. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On August 18, 2023, ILYM Group received the class data files from Counsel for
5 Defendants, which contained the name, social security number, last known mailing address,
6 employment dates, the number of workweeks during the Class Period for each Class Member, and
7 the number of pay periods worked during the PAGA Period for each Aggrieved Employee. The
8 data file was uploaded to our database and checked for duplicates and other possible discrepancies.
9 The Class List contained 124 Class Members and 104 Aggrieved Employees.

10 6. ILYM Group has confirmed that the escalator clause, pursuant to Section 10 of the
11 Parties' Settlement Agreement, has not been triggered.

12 7. As part of the preparation for mailing, all 124 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 and Aggrieved Employees before mailing of the
16 Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the
17 extent that an updated address was found in the NCOA database, the updated address was used for
18 the mailing of the Notice Packet. To the extent that no updated address was found in the NCOA
19 database, the original address provided by Counsel for Defendant was used for the mailing of the
20 Notice Packet.

21 8. On September 8, 2023, the Notice Packet was mailed, via U.S First Class Mail, to
22 the 124 Class Members and Aggrieved Employees contained in the Class List. Attached hereto,
23 as **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

24 9. As of the date of this declaration, 4 Notice Packets have been returned to our office
25 as undeliverable, none bearing a forwarding address. ILYM Group performed a computerized skip
26 trace on all 4 returned Notice Packets, in an effort to obtain an updated address for the purpose of
27 re-mailing the Notice Packet. As a result of this skip trace, 2 updated addresses were obtained and
28 the Notice Packets were promptly re-mailed to those Class Members, via U.S First Class Mail.

1 10. As of the date of this declaration, a total of 2 Notice Packets have been re-mailed,
2 all as a result of ILYM Group's skip tracing efforts.

3 11. As of the date of this declaration, a total of 2 Notice Packets have been deemed
4 undeliverable, as no updated address was found notwithstanding ILYM Group's skip tracing.

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

7 13. As of the date of this declaration, ILYM Group has not received any objections to
8 the Settlement. The deadline to file an objection to the Settlement was October 23, 2023.

9 14. As of the date of this declaration, ILYM Group will report a total of 124
10 Participating Class Members, representing 100% of the Settlement Class.

11 15. The Participating Class Members will receive a proportional share of the Net
12 Settlement Amount through individual settlement payments, based on the number of workweeks
13 each Participating Class Member worked during the Class Period. The Net Settlement Amount is
14 the amount remaining after deduction of the Court-approved payments from the Gross Settlement
15 Amount for Class Counsel Fees and Litigation Costs, the Class Representative Service Award
16 Payment, Claims Administration Fees to ILYM Group, and the PAGA payment to the California
17 Labor & Workforce Development Agency ("LWDA") and Aggrieved Employees, i.e.,

18 Gross Settlement Amount	\$353,500.00
19 Attorney's Fees	\$117,833.33
20 Attorney's Costs	\$ 14,044.16
21 Service Award Payment	\$ 10,000.00
22 ILYM Group Fees	\$ 9,888.40
23 LWDA	\$ 18,750.00
24 PAGA Allocation to Aggrieved Employees	\$ 6,250.00
25 Net Settlement Amount	\$176,734.11

26 16. To determine a Participating Class Members' individual settlement award payment,
27 the Net Settlement Amount will be divided by the aggregate total number of workweeks worked
28 by all Participating Class Members during the Class Period and multiplying the result by each

1 Participating Class Member's Class Period workweeks. Based on these calculations, the
2 Participating Class Members will receive an estimated average gross payment of \$1,425.28, an
3 estimated highest gross payment of \$4,125.16, and an estimated lowest gross payment of \$1.77.
4 Additionally, the individual PAGA payments to the Aggrieved Employees will be calculated by
5 dividing the 25% share of the PAGA Penalties (\$6,250.00) by the total number of PAGA Pay
6 Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result
7 by each Aggrieved Employee's PAGA Period Pay Periods. Based on these calculations, the
8 Aggrieved Employees will receive an estimated average payment of \$60.10, an estimated highest
9 payment of \$133.49, and an estimated lowest payment of \$1.50.

10 17. ILYM Group's total fees and costs for services in connection with the administration
11 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
12 costs for completion of the settlement administration, are \$9,888.40. ILYM Group's work in
13 connection with this matter will continue with the calculation of the settlement award payments,
14 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
15 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
16 Group to perform.

17 I declare under penalty of perjury under the laws of the State of California and the United
18 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
19 was executed this 17th day of November 2023, at Tustin, California.

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STEPHANIE MOLINA

EXHIBIT “A”

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

Yohanna Sanchez v. Su Casa de Cambio Cesar Chavez, Inc.,
Los Angeles Superior Court, Case No. 21STCV32728

***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 Su Casa de Cambio Cesar Chavez, Inc. (“SCDC”) for alleged wage and hour violations. The Action was filed by a former SCDC employee, Yohanna Sanchez (“Plaintiff”) and seeks payment of back wages and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for SCDC during the Class Period (March 9, 2017 through the date the Court grants Preliminary Approval of the Settlement); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt hourly employees who worked for SCDC during the PAGA Period (March 11, 2020 through August 2, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring SCDC to fund Individual Class Payments, and (2) a PAGA Settlement requiring SCDC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on SCDC’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<Est.ClassPayment>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<Est.PAGAPayment>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to SCDC’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on SCDC’s records showing that **you worked <<ClassWeeks>> workweeks** during the Class Period and **you worked <<PAGAPP>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires SCDC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against SCDC.

If you worked for SCDC during the Class Period and/or the PAGA Period, you have two basic 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 Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against SCDC.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against SCDC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SCDC 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 Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against SCDC that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is October 23, 2023	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. SCDC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by October 23, 2023	All Class Members who do not opt-out ("Participating 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the December 13, 2023 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on December 13, 2023. 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. Participating 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 Workweeks/Pay Periods Written Challenges Must be Submitted by October 23, 2023	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to SCDC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by October 16, 2023. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former SCDC employee. The Action accuses SCDC of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Justin F. Marquez, Christina M. Le, and Arsine Grigoryan of the Wilshire Law Firm, PLC, 3055 Wilshire Blvd., 12th Floor, Los Angeles, CA 90010 ("Class Counsel.")

SCDC 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?

So far, the Court has made no determination whether SCDC or Plaintiff is correct on the merits. In the meantime, Plaintiff and SCDC hired a mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and SCDC have negotiated a 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, SCDC does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SCDC 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) Settlement is in the best interests of the Class Members and Aggrieved Employees. 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. SCDC Will Pay \$353,500.00 as the Gross Settlement Amount (Gross Settlement). SCDC has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, SCDC will fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay SCDC’s share of payroll taxes by transmitting the funds to the Administrator no earlier than December 17, 2023. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 117,833.33 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$16,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and SCDC are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. SCDC will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and SCDC have agreed to these allocations, neither side is giving you any advice on whether your 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 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 Class Payments and Individual PAGA 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 monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than October 23, 2023, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the October 23, 2023 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against SCDC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against SCDC based on the PAGA Period facts alleged in the Action.

7. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and SCDC have agreed that, in either case, the Settlement will be void: SCDC will not pay any money and Class Members will not release any claims against SCDC.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and SCDC has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SCDC or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods and to pay premium payments (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest periods and to pay premium payments (Cal. Lab. Code §§ 226.7); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) failure to reimburse business-related expenses (Labor Code § 2802); (8) violation of California's Unfair Competition Law (California Business and Professions Code §§ 17200, *et seq.*); and failure to maintain records (Labor Code § 1174.5). Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and SCDC has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against SCDC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against SCDC or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse business related expenses under Labor Code section 2802; and (8) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.*

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in SCDC's records, are stated in the first page of this Notice. You have until October 23, 2023 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending

a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept SCDC's calculation of Workweeks and/or Pay Periods based on SCDC'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 Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and SCDC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Yohanna Sanchez v. Su Casa de Cambio Cesar Chavez, Inc.*, Los Angeles Superior Court, Case No. 21STCV32728, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 23, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and SCDC are asking the Court to approve. At least 16 days before the December 13, 2023 Final Approval Hearing, Class Counsel and/or Plaintiff 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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 Administrator's Website www.ilymgroup.com/SCDC.com or the Court's website www.lacourt.org/casesummary/ui/.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 23, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action [*Yohanna Sanchez v. Su Casa de Cambio Cesar Chavez, Inc.*, Los Angeles Superior Court,

Case No. 21STCV32728] and include your name, current address, telephone number, and approximate dates of employment with SCDC, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member 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 December 13, 2023 at 9:00 a.m. in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments 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 LACourtConnect (<https://www.lacourt.org/lacc/>). 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/SCDC.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything SCDC and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group's website at www.ilymgroup.com/SCDC.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV32728 . You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Justin F. Marquez, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989
justin@wilshirelawfirm.com

Settlement Administrator:

ILYM Group, Inc.
Email Address: claims@ilymgroup.com
Mailing Address: P.O. Box 2031, Tustin, CA 92780
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 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 will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

PROOF OF SERVICE

Sanchez v. Su Casa de Cambio Cesar Chavez, Inc.
21STCV32728

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **November 17, 2023**, I served the foregoing **DECLARATION OF STEPHANIE MOLINA OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Nancy N. ("Niki") Lubrano, Esq. (SBN 263037)

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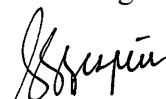
Attorneys for Defendant, Su Casa de Cambio Cesar Chavez, Inc.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on November 17, 2023, at Los Angeles, California.



Sandy S. Sespene