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Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES –SPRING STREET COURTHOUSE

EULALIA TRINIDAD, individually and on
behalf of other members of the general public
similarly situated; and MARKO ASAULYUK,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

GROUNDWORK COFFEE LLC, an unknown
business entity, GROUNDWORK COFFEE,
LLC, a Delaware Limited liability company;
GROUNDWORK COFFEE HOLDINGS, LLC,
a Delaware limited liability company;
GROUNDWORK COFFEE ROASTERS, LLC,
a Delaware limited liability company;
EDWARD COLA, individually; STEVEN
LEVAN, individually; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 19STCV09758
Honorable Stuart M. Rice

CLASS ACTION

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

Date: May 24, 2024
Time: 10:30 a.m.
Department: SSC-1

1 I, Nick Castro, 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 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned matter,
6 *Trinidad et al. v. Groundwork Coffee Roasters, LLC, et al.* I am authorized to make this declaration
7 on behalf of ILYM Group and myself. 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 claims administration, pursuant to the
15 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 (“Class Notice”); (b) receiving and processing requests for exclusion; (c) resolving Settlement
19 Class Members’ disputes over the number of workweeks Defendants have record of them working
20 during the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating
21 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
22 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
23 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
24 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
25 agree to and/or the Court orders ILYM Group to perform.

26 4. On December 19, 2023, ILYM Group received the Court approved text for the
27 Class Notice from Counsel for Plaintiffs. ILYM Group prepared a draft of the formatted Class
28 Notice, which was approved by the Parties’ Counsel.

1 5. On January 2, 2024, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the full name, social security number, last known mailing address,
3 and number of Workweeks and/or PAGA Pay Periods for each Class Member (“Class Data”). The
4 Class Data was uploaded to our database and checked for duplicates and other possible
5 discrepancies. The Class Data contained 680 individuals, of which 680 were Class Members who
6 worked 60,000 Workweeks and 337 were Aggrieved Employees who worked 20,398.72 PAGA
7 Pay Periods. The date on which the Workweeks reached 60,000 was determined to be September
8 23, 2023, therefore the Class Period was determined to be March 22, 2015 to September 23, 2023.

9 6. As part of the preparation for mailing, all 680 names and addresses contained in the
10 Class Data were then processed against the National Change of Address (“NCOA”) database,
11 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
12 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
13 contains requested change of addresses filed with the USPS. To the extent that an updated address
14 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
15 To the extent that no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Class Notice.

17 7. On January 18, 2024, the Class Notice was mailed, via U.S First Class Mail, to all
18 680 individuals contained in the Class Data. Attached hereto, as **Exhibit A**, is a true and correct
19 copy of the mailed Class Notice.

20 8. As of the date of this declaration, eighty-seven (87) Class Notice have been returned
21 to our office as undeliverable. ILYM Group performed a computerized skip trace on the eighty-
22 five (85) returned Class Notices that did not have a forwarding address in an effort to obtain an
23 updated address for the purpose of re-mailing the Class Notice. As a result of this skip trace, fifty-
24 four (54) updated addresses were obtained and the Class Notice was promptly re-mailed to those
25 Class Members, via U.S First Class Mail.

26 9. As of the date of this declaration, a total of fifty-six (56) Class Notices have been
27 re-mailed. Specifically, fifty-four (54) have been re-mailed as a result of ILYM Group’s skip
28 tracing efforts.

1 10. As of the date of this declaration, a total of thirty-one (31) Class Notices have been
2 deemed undeliverable. Specifically, thirty-one (31) have been deemed undeliverable as no updated
3 address was found notwithstanding the skip tracing.

4 11. As of the date of this declaration, ILYM Group has not received any requests for
5 exclusion from the Class Settlement. The deadline to submit a request exclusion from the Class
6 Settlement was March 18, 2024.

7 12. As of the date of this declaration, ILYM Group has not received any objections to
8 the Class Settlement. The deadline to submit a written objection to the Class Settlement was March
9 18, 2024.

10 13. As of the date of this declaration, ILYM Group has not received any disputes
11 regarding Workweeks and/or PAGA Pay Periods. The deadline to submit a dispute to Workweeks
12 was March 18, 2024.

13 14. Participating Class Members will receive a proportional share of the Net Settlement
14 Amount, calculated by a *pro-rata* formula, based on the number of Workweeks worked by Class
15 Members during the Class Period. Aggrieved Employees will receive a proportional share of the
16 25% share of the PAGA Penalties, calculated by a *pro-rata* formula, based on the number of PAGA
17 Pay Periods worked by Aggrieved Employees during the PAGA Period. The Net Settlement
18 Amount is the amount remaining after deduction of the Court-approved payments from the Gross
19 Settlement Amount for Class Counsel Fees and Litigation Expenses Payments, the Class
20 Representatives Service Payments, Administration Costs to ILYM Group, and the PAGA
21 Allocation (of which 75% will be paid to the LWDA and the remaining 25% will be distributed to
22 Aggrieved Employees on a *pro-rata* basis).

23	Gross Settlement Amount	\$	500,000.00
24	Class Counsel Fees	\$	166,666.67
25	Class Counsel Litigation Expenses	\$	25,000.00
26	Class Representatives Service Payments	\$	10,000.00
27	Administration Costs	\$	12,650.00
28	LWDA	\$	37,500.00

25% of PAGA Allocation to Aggrieved Employees \$ 12,500.00

Net Settlement Amount to Participating Class Members \$ 235,683.33

To determine a Participating Class Member's Individual Settlement Payment, the Net Settlement Amount will be divided by the total number of Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Workweeks worked by that Participating Class Member.

15. The **average estimated Individual Settlement Payment** is \$346.59, **highest estimated Individual Settlement Payment** is \$1,743.50, and the **lowest estimated Individual Settlement Payment** is \$0.56.

16. The **average estimated Individual PAGA Payment** is \$37.09, **highest estimated Individual PAGA Payment** is \$123.43, and the **lowest estimated Individual PAGA Payment** is \$0.09.

17. 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 \$12,650.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 2nd day of May 2024, at Tustin, California.


NICK CASTRO

EXHIBIT “A”

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

*Eulalia Trinidad v. Groundwork Coffee LLC, Case No. 19STCV09758
Marko Asaulyuk v. Groundwork Coffee LLC; Groundwork Coffee Holdings, LLC; Groundwork Coffee Roasters, LLC; Edward Cola; Steven Levan, Case No. 22SMCV00018*

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 (“Trinidad Action”) and a PAGA representative lawsuit (“Asaulyuk Action”) against Groundwork Coffee LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, and Steven Levan (“Defendants”) for alleged wage and hour violations. The Trinidad Action was filed by former employee Eulalia Trinidad (“Plaintiff Trinidad”) and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys’ fees and costs for a class of all non-exempt or hourly-paid employees (“Class Members”) who worked for Defendants in California during the Class Period (March 22, 2015 through the date 60,000 Workweeks is reached as to be determined by the Administrator). The Asaulyuk Action was filed by employee Marko Asaulyuk and seeks civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt or hourly-paid employees who worked for Defendants in California during the PAGA Period (November 3, 2020 to May 16, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$__ (less withholding) and your Individual PAGA Payment is estimated to be \$__.** 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 Defendants’ 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 Defendants’ records showing that **you are credited with __ Workweeks** during the Class Period and **you are credited with __ Workweeks** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or PAGA 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 (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (i.e. opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period Claims against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement if you are an Aggrieved Employee, and will remain eligible for an Individual PAGA Payment regardless of whether you opt-out of the Class 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 Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants 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 March 18, 2024	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. Defendants 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 March 18, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class 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 Litigation 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 Participating 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. Aggrieved Employees cannot object to the PAGA Settlement.
You Can Participate in the May 24, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on May 24, 2024, at 10:30 a.m. You do not 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	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many Workweeks you were an hourly-paid or non-exempt

Your Workweeks/Pay Periods	employee of Defendants within California during the Class Period and PAGA Period, as determined by the Administrator. Workweeks are calculated by the Administrator based on data from Defendants.
Written Challenges Must be Submitted by March 18, 2024	The number of Workweeks you are credited with according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by March 18, 2024. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. On March 22, 2019, Plaintiff Trinidad commenced the class action lawsuit entitled *Eulalia Trinidad v. Groundwork Coffee LLC* in the Superior Court of California for the County of Los Angeles, Case No. 19STCV09758 (i.e., Trinidad Action). On November 3, 2021, Plaintiff Asaulyuk provided written notice to the LWDA and to Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("Asaulyuk PAGA Notice"). On November 12, 2021, Plaintiff Trinidad provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("Trinidad PAGA Notice") (together, with the Asaulyuk PAGA Notice, "PAGA Notices"). On January 7, 2022, Plaintiff Asaulyuk commenced the PAGA action entitled *Marko Asaulyuk v. Groundwork Coffee, LLC, Groundwork Coffee Holdings, LLC, Groundwork Coffee Roasters, LLC, Edward Cola, Steven Levan* in the Superior Court of California for the County of Los Angeles, Case No. 22SMCV00018 (i.e., Asaulyuk Action) (together with the Trinidad Action, "Litigation"). On November 13, 2023, Plaintiffs filed the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Trinidad Action, consolidating the Trinidad Action and Asaulyuk Action (i.e., Operative Complaint). The Litigation accuses Defendants of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by attorneys in the Litigation:

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants utilized the services of a mediator in an effort to resolve the Litigation by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Ultimately, 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 Litigation and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants do 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) Defendants have 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. Defendants Will Pay \$500,000.000 as the Gross Settlement Amount (Gross Settlement). Defendants have 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 Representatives Service Payments, 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, Defendants will fund the Settlement in three (3) payments, the first payment to be paid not more than thirty (30) days after the Judgment entered by the Court become final. 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, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Total Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$166,666.67 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Litigation without payment.

B. Up to \$5,000.00 to each Plaintiff (for a total of \$10,000.00) as Class Representative Service Payments for filing the Litigation, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than each Plaintiff’s Individual Settlement Payment and/or any Individual PAGA Payment.

C. Up to \$15,000.00 to the Administrator for services administering the Settlement.

D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

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

4. Taxes Owed on Payments to Participating Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Participating Class Member's Individual Settlement Payment to taxable wages ("Wage Portion") and 80% to penalties, interest, and non-wage damages ("Non-Wage Portion."). The Wage Portion is subject to tax withholding and will be reported on IRS W-2 Forms. The Non-Wage Portion is not subject to wage withholdings. Defendants 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 Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants 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 Settlement 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 March 18, 2024, 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 March 18, 2024, Response Deadline. A Request for Exclusion must: (a) contain the case name and number of the Litigation; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA 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 Defendants.

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. Plaintiffs and Defendants have agreed that if the Settlement becomes void, then Defendants will not pay any money and Class Members will not release any claims against Defendants.

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 from the Class Settlement. The Administrator will also decide disputes regarding Workweeks or PAGA 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. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), 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 Defendants or Released Parties for Released Class Claims.

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 Defendants and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, and vendors (“Released Parties”) from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Litigation during the Class Period for (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, et seq. (“Released Class Claims”). Except as set forth in Section 5.2 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. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), the State of California and all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Class 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 Released Parties based on the facts alleged in the Litigation during the PAGA Period 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, Asaulyuk Complaint, and the PAGA Notices and ascertained in the course of the Litigation for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 7-2001 (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the total number of Workweeks credited to all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement. After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

2. Individual PAGA Payments. The Administrator will divide 25% portion of the PAGA Penalties attributed to Aggrieved Employees, i.e., \$12,500.00, by the PAGA Pay Periods credited to all Aggrieved Employees resulting in the PAGA Pay Period Value and then multiplying the PAGA Period Pay Value by the number of PAGA Pay Periods credited to each individual Aggrieved Employee during the PAGA Period.

3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you are credited with during the Class Period and during the PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have until March 18, 2024, to challenge the number of Workweeks credited to you. A dispute to the calculations of Workweeks must: (a) contain the case name and number of the Litigation, (b) be signed by the Class Member and/or Aggrieved Employee, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or Aggrieved Employee, (d) clearly states that the Class Member and/or Aggrieved Employee disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. 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 Defendants’ calculation of Workweeks based on Defendants’ 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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants’ 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 Settlement Payment and the Individual PAGA Payment.

2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive payment under the PAGA Settlement as an Aggrieved Employee.

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 Request for Exclusion not later than the Response Deadline. A Request for Exclusion must: (a) contain the case name and number of the Litigation; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify one of the Litigation as *Eulalia Trinidad v. Groundwork Coffee LLC* Case No. 19STCV09758, and include your identifying information (full name, address, telephone number, 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 March 18, 2024, 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 Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the May 24, 2024 Final Approval Hearing, 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representatives Service Payments. 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/groundworkcoffee or the Court's website for a fee at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with the Class Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments 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. A Class Member's written objection to the Class Settlement, which must: (a) be signed by the Class Member; (b) contain the case name and number of the Litigation; (c) contain the Class Member's full name, telephone number, mailing address, and last four digits of their Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) indicate whether the Class Member is represented by counsel and identify said counsel with his or her full name, address, and telephone number; (f) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing; and (g) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. **The deadline for sending written objections to the Administrator is March 18, 2024.** 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 May 24, 2024, at 10:30 a.m. in Department [7] 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

Amount will be paid to Class Counsel, Plaintiffs, and the 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 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/groundworkcoffee 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 Defendants and Plaintiffs 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 Administrator's website at www.ilymgroup.com/groundworkcoffee. 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 Litigation, Case No. 19STCV09758. 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. You may also telephone Class Counsel at the phone number provided in Section 1 above.

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

Settlement Administrator:

Name of Company: ILYM Group, Inc.
Email Address: claims@ilymgroup.com
Mailing Address: 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 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 Administrator if you move or otherwise change your mailing address.