

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

ANGELA GARACIA, AN individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

SUNDERSTORM INC., a Corporation;
SUNDERSTORM BAY LLC, a Limited
Liability Corporation; and DOES 1 through
50 inclusive,

Defendants.

CASE NO.: 22CV001827

**DECLARATION OF CHRISTINA
FOWLER OF ILYM GROUP, INC., IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: February 23, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Thomas W. Willis
Dept: 15

1 I, Christina Fowler, 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 Claims Administrator for the above captioned
6 *Garcia v. Sunderstorm Inc. et al.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 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 (referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c)
19 resolving Class Members’ disputes over the number of pay periods Defendants have record of
20 them working during the Class Period; (d) calculating individual settlement award amounts; (e)
21 processing and mailing settlement award checks; (f) handling tax withholdings as required by the
22 Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
23 (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and
24 (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to
25 perform.

26 4. On October 9, 2023, ILYM Group received the Court approved text for the Class
27 Notice Packet. ILYM Group prepared a draft of the formatted Class Notice Packet, which was
28 approved by the Parties’ Counsel prior to mailing.

1 5. On October 12, 2023, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable pay periods worked for each Class Member. The data file was
4 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
5 List contained 202 individuals.

6 6. As part of the preparation for mailing, all 202 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
10 contains requested change of addresses filed with the USPS. To the extent that an updated address
11 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
12 Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendant was used for the mailing of the Class Notice Packet.

14 7. On October 26, 2023, the Class Notice Packet was mailed, via U.S First Class Mail,
15 to all 202 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
16 correct copy of the mailed Class Notice Packet.

17 8. As of the date of this declaration, 18 Class Notice Packets have been returned to our
18 office. Of the 18 returned Class Notice Packets, none were returned with a forwarding address.
19 ILYM Group performed a computerized skip trace on the 18 returned Class Notice Packets that did
20 not have a forwarding address, in an effort to obtain an updated address for the purpose of re-
21 mailing the Class Notice Packet. As a result of this skip trace, 13 updated addresses were obtained
22 and the Class Notice Packet was promptly re-mailed to those Class Members, via U.S First Class
23 Mail.

24 9. As of the date of this declaration, a total of 13 Class Notice Packets have been re-
25 mailed. Specifically, none were re-mailed as a result of a forwarding address provided by the USPS
26 and 13 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

27 10. As of the date of this declaration, a total of 5 Class Notice Packets have been
28 deemed undeliverable. Specifically, 5 have been deemed undeliverable as no updated address was

found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was December 11, 2023.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was December 11, 2023.

13. As of the date of this declaration, ILYM Group will report a total of 202 Participating Class Members, representing 100% of the 202 Class Members.

14. Participating Class Members will receive a proportional share of the Net Settlement Amount through Individual Class Payments which are based on the number of weeks worked by Participating Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees and Litigation Costs, the Class Representative Service Payment, Administration Fees to ILYM Group, and the PAGA Penalties allocation, e.g.,

Gross Settlement Amount	\$ 600,000.00
Class Counsel Fees	\$ 200,000.00
Class Counsel Litigation Costs	\$ 15,000.00
Service Payment	\$ 10,000.00
Administration Fees	\$ 5,250.00
LWDA Payment	\$ 18,000.00
PAGA Penalties to Aggrieved Employees	\$ 6,000.00
Net Settlement Amount (estimated)	\$ 345,750.00

15. To determine a Participating Class Member's Individual Class Payment, the distribution shall be divided among all Participating Class Members on a pro rata basis, based on the ratio of the applicable weeks worked by each Participating Class Member during the Class Period, to the total number of applicable weeks worked by all Participating Class Members during the Class Period. There are 202 Participating Class Members who worked 9,341 work weeks during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross Individual Class Payment of \$1,711.63, with the estimated highest gross

1 Individual Class Payment being \$9,179.53, and the estimated lowest gross Individual Class
2 Payment being \$37.01.

3 16. Pursuant to the Settlement Agreement, 25% of the PAGA Penalties (\$6,000) will be
4 allocated to Aggrieved Employees regardless of whether he or she opts out of the Class Settlement.
5 Aggrieved Employees cannot opt out of the PAGA Settlement. The Aggrieved Employees' 25%
6 share of PAGA Penalties is allocated on a *pro rata* basis using the number of pay periods during
7 the PAGA Period. There are 109 Aggrieved Employees who worked 2,378 pay periods during the
8 PAGA Period. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
9 estimated to be approximately \$143.82, the *average* Individual PAGA Payment is currently
10 estimated to be approximately \$55.05, and the *lowest* Individual PAGA Payment is currently
11 estimated to be approximately \$2.52.

12 17. ILYM Group's total fees and costs for services in connection with the administration
13 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
14 costs for completion of the settlement administration, are \$5,250.00. ILYM Group's work in
15 connection with this matter will continue with the calculation of the settlement award payments,
16 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
17 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
18 Group to perform.

19
20 I declare under penalty of perjury under the laws of the State of California and the United
21 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
22 was executed this 17th day of January 2024, at Tustin, California.

23
24 
25 CHRISTINA FOWLER
26
27
28

EXHIBIT “A”

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

**Garcia v. Sunderstorm Inc., Superior Court of the State of California,
County of Monterey, Case No. 22CV001827**

***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.***

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Sunderstorm Inc. and Sunderstorm Bay LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff Angela Garcia (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period (June 29, 2018 through July 1, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (February 21, 2021 through July 1, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$MERGED_EstClassAmnt_CALC (less withholding), and your share of the PAGA Penalties is estimated to be \$MERGED_EstPAGAAmnt_CALC.** The actual amount you may receive might be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked MERGED_ClassWW workweeks** during the Class Period and **you worked MERGED_PAGAPP_CALC pay periods** during the PAGA Period. If you believe that these numbers need correction, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 do 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 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 worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing and receive your share of the Settlement amount.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties.
- (2) **Opt-Out of the Class Settlement and not receive a Settlement payment.** 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 and you will keep your right as an individual to sue Defendants separately about the same legal claims that are being settled. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed 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 Class Payment and a share of the PAGA Penalties (if any).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is December 11, 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 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline December 11, 2023	If you think that the Settlement is not fair, and you don't opt out of the Settlement, then you can object to the Settlement in writing as explained in Section 8 of this Notice.
You Can Participate in the February 23, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on February 23, 2024 at 8:30 a.m., at the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, CA 93940, in Department 15 before Judge Thomas W. Wills. This hearing may change as explained below in Section 9. 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 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (December 11, 2023)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked 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 December 11, 2023. See Section 5 of this Notice

1. What is action about?

Plaintiff Angela Garcia is a former employee of Defendants. The Action alleges that Defendants failed to pay minimum and overtime wages, failed to provide meal and rest breaks and related premiums, failed to provide accurate itemized wage statements, failed to reimburse expenses, failed to provide timely wage payments, and unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act ("PAGA").

Defendants deny that they have done anything wrong and dispute all the claims in the Action. After good-faith negotiations, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and the Defendants agreed to settle the Action pursuant to the terms and conditions of the Settlement. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that Defendants have any liability to Plaintiff or the proposed class on those claims. Defendants deny any and all such liability.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the

best interests of the members of the Class.

Consistent with Defendants' policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.

2. What does it mean that the action has settled?

This settlement does not involve any decision by the Court on the merits of the Action. Plaintiff 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. Plaintiff 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. 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 terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an "all in" amount of Six Hundred Thousand Dollars (\$600,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 20 days after the Effective Date. The "Effective Date" means the date the Judgment is entered unless there are objections in which case the "Effective Date" means when the Judgment is no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). 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:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$7,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$200,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$15,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payment.** A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$24,000 relating to Plaintiff's claim under PAGA, \$18,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$6,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is February 21, 2021 through July 1, 2023.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$344,000. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

Need to Promptly Cash Payment Checks. The front of every check issued 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 funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

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, 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.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 the Released Class Claims. The "Released Class Claims" are all claims and causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including all of the following: (a) all class claims stated in the Operative Complaint alleging violations of sections 201, 202, 203, 204, 210, 218, 221, 226 et seq, 226.7, 233, 246, 246.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802; (b) all claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates, the alleged improper rounding of time entries, and the alleged unlawful deductions from earned wages; (c) all claims for meal period violations, including claims for late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d) all claims for rest break violations, including claims for late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) all claims for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) all claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Operative Complaint, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer, and including claims for injuries suffered therefrom; (g) all claims for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to employees under sections 204 and 210 of the Labor Code; (h) all claims for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section; (i) all claims for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) all claims for civil penalties for the alleged failure to pay employees for reporting time pay; and (k) all claims under the Business & Professions Code (including Section 17200 et seq.) premised on the facts, claim, and causes of action alleged in the Operative Complaint. Except as expressly set forth in this 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, discrimination, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA 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 the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period, including the following: (a) All class claims stated in the Operative Complaint alleging violations of sections 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and applicable Industrial Welfare Commission Wage Order(s) including Industrial Wage Order 7(A)(3); (b) All claims for civil penalties for violations of unpaid wages, including unpaid minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates, the alleged improper rounding of time entries, and the alleged unlawful deductions from earned wages; (c) All claims for civil penalties for meal period violations, including late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d.) All claims for civil penalties for rest break violations, including late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) All claims for civil penalties for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) All claims for civil penalties for inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the PAGA Notice, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer; (g) All claims for civil penalties for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to employees under sections 204 and 210 of the Labor Code; (h) All claims for civil penalties for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section; (i) All claims for civil penalties for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) All claims for civil penalties for failing to provide suitable seating; (k) All claims for civil penalties for alleged violations of Industrial Wage Order 7(A)(3) for failure to keep time records showing when employees began and ended each shift and meal period; (l) All claims for civil penalties for the alleged failure to pay employees for reporting time pay; and (m) All claims for civil penalties for alleged violations of section 227.3 of the Labor Code. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violation of the Fair Employment and Housing Act discrimination, unemployment insurance, disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants Sunderstorm Inc. and Sunderstorm Bay LLC and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.

5. How much will my payment be?

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 during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.

Defendants’ records reflect that you worked MERGED ClassWW Workweeks during the Class Period (June 29, 2018 through July 1, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$MERGED_EstClassAmnt_CALC.

Defendants’ records reflect that you worked MERGED PAGAPP_CALC PAGA Pay Periods during the during the PAGA Period (February 21, 2021 through July 1, 2023). Based on this information your estimated Individual PAGA Payment is \$MERGED_EstPAGAAmnt_CALC.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is December 11, 2023. You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

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.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

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

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is December 11, 2023. You may also fax your request to opt out to (888) 845-6185 or email the opt out to claims@ilymgroup.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Garcia v. Sunderstorm Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Garcia v. Sunderstorm Inc.*, Case No. 22CV001827. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is *Garcia v. Sunderstorm Inc.* Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after December 11, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. 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 Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for February 23, 2024, Class Counsel and 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 Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Garcia v. Sunderstorm Inc.* or on the Court's website (<https://portal.monterey.courts.ca.gov/>) and entering the Case No. 22CV001827.

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 Response Deadline for sending written objections to the Administrator is December 11, 2023.** You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than this Response Deadline. 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, *Garcia v. Sunderstorm Inc.*, Case No. 22CV001827, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:
ILYM Group, Inc.

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

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. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <https://www.monterey.courts.ca.gov/online-services/remote-appearance>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Class Counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at 8:30 a.m. (Pacific Standard Time) on February 23, 2024, in Department 15 of the Superior Court of California, County of Monterey, Monterey Courthouse, 1200 Aguajito Road, Monterey, California 93940, before Judge Thomas W. Wills. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.monterey.courts.ca.gov/online-services/remote-appearance>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Garcia v. Sunderstorm Inc.* In addition, hearing dates are posted on the Internet via the Case Search page for the California Superior Court for the County of Monterey (<https://portal.monterey.courts.ca.gov/>) and entering the Case No. 22CV001827.

10. How Can I Get More Information?

You may call the Administrator at (888) 250-6810 or write to *Garcia v. Sunderstorm Inc.* Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Garcia v. Sunderstorm Inc.* You may get more details by examining the Court's file on the Internet via the Case Search page for the California Superior Court for the County of Monterey (<https://portal.monterey.courts.ca.gov/>) and entering the Case No. 22CV001827. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Monterey Courthouse, 1200 Aguajito Road, Monterey, CA 93940.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the *cy pres* beneficiary, Children's Advocacy Institute.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.