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10 CESAR RODRIGUEZ VINALAY on behalf
11 of himself and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF MONTERREY**

14 CESAR RODRIGUEZ VINALAY, on behalf
15 of himself and all others similarly situated,

16 Plaintiff,

17 vs.

18 RESTAURANT PACIFIC GROUP, LLC, a
19 California Limited Liability company, and
20 DOES 1-50, inclusive,

21 Defendants.

Case No. 22CV000486

22 **DECLARATION OF NATHALIE**
23 **HERNANDEZ OF ILYM GROUP, INC.,**
24 **IN SUPPORT OF MOTION FOR FINAL**
25 **APPROVAL OF CLASS ACTION**
26 **SETTLEMENT**

27 Judge: Hon. Thomas W. Wills

28 Dept.: 15

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
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 *Vinalay v.*
6 *Restaurant Pacific Group, LLC.* 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 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 *Notice of Class Action and PAGA Settlement*, in both English and Spanish (collectively referred to
18 as “Notice Packet”); (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 February 20, 2024, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice
28 Packet, which was approved by the Parties’ Counsel and translated into Spanish prior to mailing.

1 5. On February 23, 2024, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, personnel number, social security number, last known
3 mailing address, employment dates, and workweeks for each Settlement Class Member. The data
4 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
5 Class List contained 295 individuals.

6 6. As part of the preparation for mailing, all 295 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 Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On March 1, 2024, the Notice Packet was mailed, via U.S First Class Mail, to all
15 295 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 61 Notice Packets have been returned to our office
18 as undeliverable. ILYM Group performed a computerized skip trace on the 61 returned Notice
19 Packets that did not have a forwarding address, in an effort to obtain an updated address for the
20 purpose of re-mailing the Notice Packet. As a result of this skip trace, 26 updated addresses were
21 obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via
22 U.S First Class Mail.

23 9. As of the date of this declaration, a total of 26 Notice Packets have been re-mailed.
24 Specifically, 26 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 35 Notice Packets have been deemed
26 undeliverable. Specifically, 35 have been deemed undeliverable as no updated address was found
27 notwithstanding the skip tracing.

28 ///

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 April 15, 2024.

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 April 15, 2024.

13. As of the date of this declaration, ILYM Group has not received any disputes to the Settlement. The deadline to submit a dispute was April 15, 2024.

14. As of the date of this declaration, ILYM Group will report a total of 295 Participating Class Members, representing 100% of the 295 Settlement Class Members. Of the 295 Settlement Class Members, 121 are also Aggrieved Employees.

15. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Award, Settlement Administration Fees to ILYM Group, LWDA and the Aggrieved Employees allocation, e.g.,

Gross Settlement Fund	\$ 275,000.00
Class Counsel Fees	\$ 91,666.66
Class Counsel Litigation Costs	\$ 11,220.97
Enhancement Award	\$ 5,000.00
Administration Fees	\$ 8,850.00
LWDA	\$ 7,500.00
Aggrieved Employees	\$ 2,500.00
Net Settlement Fund (estimated)	\$ 148,262.37

To determine a Participating Class Member's individual settlement award payment, the Net Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$502.58, with the estimated highest gross payment

1 being \$2,024.56, and the estimated lowest gross payment being \$6.43. Based on these calculations,
2 Aggrieved Employees will receive an average gross payment of \$20.66, with the estimated highest
3 gross payment being \$35.37, and the estimated lowest gross payment being \$2.21. Plaintiff Cesar
4 Rodriguez Vinalay estimated individual settlement amount is \$795.36 and PAGA amount is
5 \$13.26.

6 16. ILYM Group's total fees and costs for services in connection with the
7 administration of this Settlement, which includes fees and costs incurred to-date, as well as
8 anticipated fees and costs for completion of the settlement administration, are \$8,850.00. Attached
9 hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's invoice. ILYM Group's work
10 in connection with this matter will continue with the calculation of the settlement award payments,
11 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on
12 such payments, and any other tasks that the Parties mutually agree to and/or the Court orders
13 ILYM Group to perform.

14 I declare under penalty of perjury under the laws of the State of California and the United
15 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
16 was executed this 28th day of May 2024, at Tustin, California.

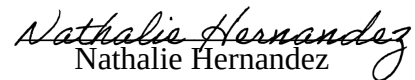
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21 
Nathalie Hernandez

EXHIBIT “A”

NOTIFICACIÓN DE ACUERDO DE LA DEMANDA COLECTIVA Y EN VIRTUD DE LA PAGA

«Contact»

Cesar Rodriguez Vinalay v. Restaurant Pacific Group, LLC

Corte Superior del Estado de California para el Condado de Monterey

Caso No.: 22CV000486

Si usted es un empleado actual o antiguo de Restaurant Pacific Group, LLC dba Scales Restaurant (“Restaurant Pacific Group” o la “Parte Demandada”), una demanda colectiva puede afectar sus derechos y usted puede tener derecho a beneficios bajo el acuerdo.

Usted no está siendo demandado/a. Una corte autorizó esta notificación. La presente no es una solicitud por parte de un abogado.

POR FAVOR, LEA ESTA NOTIFICACIÓN CON CUIDADO. CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS.

EL MONTO ESTIMADO DE SU PAGO INDIVIDUAL DEL ACUERDO TOTAL DE

ESTE ACUERDO DE DEMANDA COLECTIVA ES DE

\$«Class_Estimated_Settlement_Amount».

De acuerdo con los registros de Restaurant Pacific Group, el número total de semanas de trabajo que usted trabajó como empleado en California entre el 18 de febrero de 2018 hasta, e incluyendo, el 13 de agosto de 2021, es de «Class_WorkWeeks». Basándonos en este número, se estima que el Importe de su Pago Individual del Acuerdo como miembro de la Demanda Colectiva sea de \$«Class_Estimated_Settlement_Amount».

EL MONTO ESTIMADO DE SU PAGO EN VIRTUD DE LA PAGA TOTAL DE ESTE

ACUERDO DE DEMANDA COLECTIVA ES DE \$«PAGA_Estimated_Settlement_Amount».

De acuerdo con los registros de Restaurant Pacific Group, el número total de períodos de pago de trabajo que usted trabajó como empleado en California entre el 18 de febrero de 2021 hasta, e incluyendo, el 13 de agosto de 2021, es de «PAGA_Pay_periods_». Basándonos en este número, se estima que el Importe de su Pago en virtud de la PAGA sea de \$«PAGA_Estimated_Settlement_Amount».

- Esta demanda involucra un colectivo que se define como: Todos los empleados actuales y antiguos no exentos empleados por Restaurant Pacific Group en el Estado de California entre el 18 de febrero de 2018 y el 13 de agosto de 2021. También hace valer reclamaciones en nombre de los empleados agraviados entre el 18 de febrero de 2018 y el 13 de agosto de 2021.
- Usted está recibiendo esta Notificación porque los registros muestran que usted puede ser un miembro de la demanda colectiva.
- En la demanda, la Parte Demandante, *Cesar Rodriguez Vinalay* (la “Parte Demandante”), alegó que la Parte Demandada no pagó los salarios por todas las horas trabajadas, no proporcionó períodos para comer y de descanso adecuados, no pagó las primas por períodos para comer y de descanso perdidos, no

reembolsó los gastos relacionados con el trabajo, no proporcionó declaraciones de salarios detalladas y precisas, no pagó de manera oportuna todos los salarios en el momento debido y tras la terminación del empleo y que la Parte Demandada participó en prácticas comerciales injustas. Sobre la base de estas alegaciones, la Parte Demandante los salarios no pagados y sanciones. La Parte Demandada niega las alegaciones de la Parte Demandante. Tras el intercambio de información y pruebas pertinentes, las partes convinieron en entablar negociaciones para llegar a una solución en un intento de resolver las reclamaciones en el caso.

- Ha habido un acuerdo que afecta sus derechos. Aunque la Corte ha autorizado a las Partes a proporcionar esta notificación de acuerdo propuesto, la Corte no ha expresado ninguna opinión sobre el fondo de las reclamaciones de la Parte Demandante y las defensas de la Parte Demandada.
- Usted no será penalizado ni se tomarán represalias en su contra por parte de Restaurant Pacific Group por participar en este acuerdo.
- Usted tiene varias opciones de acción disponibles, que se explican en la siguiente tabla:

HACER NADA	Al no hacer nada, usted <u>recibirá</u> una parte de los ingresos del acuerdo. A cambio de los ingresos del acuerdo, usted va a renunciar a cualquier derecho de demandar a Restaurant Pacific Group por separado por reclamaciones basadas en los hechos presentados en la Denuncia Operativa, que son o podrían ser la base de las reclamaciones de que Restaurant Pacific Group no pagó los salarios por todas las horas trabajadas, no proporcionó períodos para comer y de descanso adecuados, no pagó las primas por períodos para comer y de descanso perdidos, no reembolsó los gastos relacionados con el trabajo, no proporcionó declaraciones de salarios detalladas y precisas y no pagó de manera oportuna todos los salarios en el momento debido y tras la terminación del empleo. Vea la Sección 8 más abajo para obtener una explicación de las reclamaciones a las que está renunciando. Si usted se muda, debe notificarle su nueva dirección al Administrador del Acuerdo.
PEDIR QUE SE LE EXCLUYA (DARSE DE BAJA)	Usted puede excluirse a usted mismo/a de esta demanda. Si usted solicita que se le excluya, usted <u>no va a recibir</u> una parte de los ingresos del acuerdo de la demanda colectiva, pero usted mantendrá cualquier derecho que pueda tener para presentar su propia demanda por separado en contra de Restaurant Pacific Group por las mismas reclamaciones legales en esta demanda que se liberan en este acuerdo. Usted no puede pedir que se le excluya y aún recibir un pago del acuerdo por las reclamaciones de la demanda colectiva. Si usted solicita que se le excluya del acuerdo, usted no puede oponerse al acuerdo. Incluso si usted solicita que se le excluya del acuerdo de la demanda colectiva, usted no puede excluirse del acuerdo de las reclamaciones en virtud de la Ley General del Procurador Privado (“PAGA”, por sus siglas en inglés) y va a recibir una parte del Pago en virtud de la PAGA y va a renunciar a su derecho de perseguir las Reclamaciones Liberadas de la PAGA.

OPONERSE	Si usted no está de acuerdo con el acuerdo, puede oponerse a los términos de este acuerdo. La Corte puede estar de acuerdo o no con su objeción. Si usted se opone al acuerdo y la Corte no está de acuerdo con su objeción, usted todavía estará obligado/a por los términos del acuerdo y va a recibir un pago en virtud del mismo. Oponerse al acuerdo no va a excluirle del acuerdo.
ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL	Usted puede pedir hablar en la Corte sobre la equidad del acuerdo en la Audiencia de Aprobación Final. La Corte va a celebrar una Audiencia de Aprobación Final para determinar si el acuerdo es justo, razonable y adecuado el 24 de abril de 2024 a las 8:30 a.m. Más información sobre esta audiencia se establece en la Sección 12.

Sus opciones se explican en esta notificación.
Para darse de baja u oponerse, usted debe actuar antes del 15 de abril de 2024.

1. ¿Por qué recibí esta notificación?

Se ha llegado a un acuerdo propuesto en una demanda colectiva que fue presentada en nombre de los empleados no exentos de Restaurant Pacific Group. Usted ha recibido esta notificación porque los registros de Restaurant Pacific Group muestran que usted es un miembro del acuerdo de la demanda colectiva o un empleado agraviado.

2. ¿De qué se trata esta demanda?

La Parte Demandante presentó esta demanda el 18 de febrero de 2022 en nombre de los individuos que son empleados o que han sido empleados por Restaurant Pacific Group como empleados no exentos en el Estado de California durante el Período de la Demanda Colectiva. La Parte Demandante enmendó esta demanda el 26 de abril de 2022.

El “Período de la Demanda” se define como el período comprendido entre el 18 de febrero de 2018 y el 13 de agosto de 2021. La denuncia operativa alega reclamaciones de demanda colectiva y representativa de la PAGA en contra de Restaurant Pacific Group por (1) falta del pago de salarios por todas las horas trabajadas, incluyendo las horas extraordinarias y el salario mínimo, en violación de las secciones 210, 1194 y 1199 del Código de Trabajo y las Órdenes de Salario aplicables; (2) no proporcionar períodos para comer o primas de períodos para comer en violación de la secciones 226.7, 512 del Código de Trabajo y las Órdenes de Salario aplicables; (3) no proporcionar períodos de descanso o primas de períodos de descanso en violación de las secciones 226.7 del Código de Trabajo y las Órdenes de Salario aplicables; (4) falta de reembolso de los gastos relacionados con el trabajo en violación de la sección 2802 del Código de Trabajo y las Órdenes de Salario aplicables; (5) falta de pago oportuno de los salarios durante el empleo en violación de la sección 204 del Código de Trabajo y las Órdenes de Salario aplicables; (6) falta de pago oportuno de los salarios tras la terminación del empleo en violación de las secciones 201-203 del Código de Trabajo y las Órdenes de Salario aplicables; (7) falta de proporcionar declaraciones salariales detalladas y precisas en violación de la sección 226 del Código de Trabajo y las Órdenes de Salario aplicables; (8) competencia desleal en violación de la sección 17200 y ss. del Código de Negocios y Profesiones; y (9) sanciones de la PAGA en virtud de la sección 2699 y ss. del Código de Trabajo.

3. ¿La Corte ha decidido quién tiene la razón?

No. La Corte no ha tomado ninguna decisión con respecto a los méritos de las alegaciones de la Parte Demandante o las defensas de Restaurant Pacific Group.

4. ¿Por qué se resolvió este caso?

Las Partes llegaron a un acuerdo con el fin de evitar el riesgo, inconvenientes y costos de nuevos litigios. La Parte Demandante y sus abogados creen que el acuerdo propuesto es justo, adecuado y en el mejor interés de los miembros de la demanda colectiva a los que se aplica, dado el resultado de su investigación, y el consumo de tiempo y recursos necesarios en relación con el litigio adicional. Aunque Restaurant Pacific Group disputa las reclamaciones de la Parte Demandante y afirma que ha cumplido con todas sus obligaciones legales hacia sus empleados, la Parte Demandada también ha llegado a la conclusión de que un nuevo litigio sería caro y desviaría la gestión y el tiempo de los empleados.

5. ¿Cuáles son los términos del acuerdo y cuánto voy a recibir?

El Importe Bruto del Acuerdo es de \$275,000.00. En virtud del acuerdo propuesto, se deducirán los siguientes importes antes de realizar cualquier pago a los empleados, sujeto a la aprobación final de la Corte:

- Honorarios de los Abogados: \$91, 666.66
- Costos de Litigio: \$15,000.00
- Costos de Administración del Acuerdo al Administrador del Acuerdo: \$8,850.00
- Premio de Mejora al Representante de la Demanda Colectiva para el Representante de la Demanda Colectiva: \$5,000.00
- Pago a la Agencia del Trabajo y del Desarrollo Laboral (“LWDA”, por sus siglas en inglés) y a los Empleados Agraviados: \$10,000.00, representando su parte del pago del acuerdo por las reclamaciones de la PAGA hechas en esta demanda, de conformidad con la sección 2699 del Código de Trabajo de California.

Después de estas deducciones, y en la medida en que la Corte apruebe estas cantidades en su totalidad, se estima que aproximadamente \$144,483.34 estarán disponibles para el pago a los Miembros de la Demanda Colectiva que reciben esta notificación (el “Importe Neto del Acuerdo”). Estos importes pueden cambiar y están sujetos a la aprobación de la Corte.

El Pago Individual del Acuerdo de cada miembro de la demanda colectiva va a ser determinado de la siguiente manera:

- El Importe Neto del Acuerdo va a ser prorrateado entre los Miembros de la Demanda Colectiva sobre una base proporcional, basándose en el número de semanas de trabajo trabajadas por cada respectivo Miembro de la Demanda Colectiva durante el Período de la Demanda Colectiva.

Todos los Pagos Individuales del Acuerdo serán tratados de la siguiente manera: como pago de salarios (sujeto a retención de impuestos de empleo y a ser reportado en los Formularios W-2 del IRS), y 90% como multas e intereses (no sujeto a retención de impuestos de empleo y a ser reportado en los Formularios 1099 del IRS).

De acuerdo con los registros de Restaurant Pacific Group, el número total de semanas de trabajo que usted trabajó durante el Período de la Demanda Colectiva es de «Class_WorkWeeks».

Si usted no está de acuerdo con la información precedente con respecto a su número de semanas de trabajo que usted trabajó y le gustaría que alguien investigara este asunto, siga el procedimiento a continuación. Basándose en la información precedente, se estima que su Pago Individual del Acuerdo del acuerdo de la demanda colectiva es de \$«Class_Estimated_Settlement_Amount»

Además, usted también es elegible para recibir un pago en virtud de la PAGA, sección 2698, y ss. del Código de Trabajo de California. Su pago en virtud de la PAGA constituye el 100% de sanciones, no salarios. Los registros de Restaurant Pacific Group indican que usted trabajó para Restaurant Pacific Group como empleado no exento

entre el 18 de febrero de 2021 y el 13 de agosto de 2021 (el “Período de la PAGA”). Los pagos individuales en virtud de la PAGA van a ser pagados a los empleados que trabajaron durante el Período de la PAGA sobre una base proporcional, en función del número de períodos de pago que cada empleado trabajó durante el Período de la PAGA. Basándose en los registros de Restaurant Pacific Group, se ha determinado que usted trabajó un total de «PAGA_Pay_periods_» períodos de pago durante el Período de la PAGA. Basándose en eso, su parte individual del Pago en virtud de la PAGA es de \$«PAGA_Estimated_Settlement_Amount».

6. ¿Qué pasa si no estoy de acuerdo con la información o el número de semanas de trabajo que se muestra arriba?

Si usted cree que la información en la notificación es incorrecta con respecto al número de semanas de trabajo o el número de períodos de pago que usted trabajó, puede proporcionar documentación o explicación al Administrador del Acuerdo para mostrar información contraria. Usted puede escribir una carta que establezca el número de semanas de trabajo o períodos de pago que usted cree que trabajó como empleado no exento en California durante el Período de la Demanda Colectiva o el Período de la PAGA que usted cree que son correctos. Usted puede adjuntar cualquier documentación pertinente en apoyo de la misma. Usted debe enviar su carta por correo o fax a:

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

Usted debe presentar dicha información antes del 15 de abril de 2024. Los Abogados de la Demanda Colectiva y el Administrador del Acuerdo van a trabajar juntos de buena fe y van a hacer todo lo posible para resolver rápidamente la disputa basándose en los registros disponibles. El Administrador del Acuerdo va a revisar toda la información, el material y los documentos y va a tomar una decisión sobre la disputa, con sujeción a la resolución final de la Corte si la Corte decide pronunciarse sobre la disputa. Si la Corte no emite una resolución sobre la disputa, la determinación del Administrador del Acuerdo del número semanas de trabajo que usted trabajó será vinculante.

7. ¿Qué tengo que hacer para recibir una parte del acuerdo?

Si usted desea recibir un premio en virtud de los términos de este acuerdo, **usted no tiene que hacer nada**. Sin embargo, se recomienda que confirme su dirección de correo actual con el Administrador del Acuerdo para asegurarse de recibir su parte del acuerdo. Si usted se muda, debe notificarle su nueva dirección al Administrador del Acuerdo. Usted estará cubierto por la liberación resumida en la Sección 8 a continuación.

8. ¿A qué derechos estoy renunciando?

Las reclamaciones de la demanda colectiva que usted va a liberar al no hacer nada y participar en el acuerdo son las siguientes:

Todas las reclamaciones que fueron alegadas en las denuncias operativas de la Demanda y cualquier reclamación que pudiera haber sido alegada sobre la base de los hechos alegados en las denuncias operativas de la Demanda.

Esto incluye las reclamaciones acumuladas durante el Período de la Demanda Colectiva por (1) no pagar salarios por todas las horas trabajadas, incluyendo las horas extraordinarias y los salarios mínimos; (2) no proporcionar períodos para comer o de descanso conformes o no pagar las primas de los períodos para comer o de descanso; (3) no reembolsar los gastos relacionados con el trabajo; (4) no pagar puntualmente todos los salarios adeudados durante el empleo o al terminarse la relación laboral; (5) no proporcionar declaraciones salariales detalladas y precisas; y (6) incurrir en prácticas comerciales desleales.

Si usted es un Empleado Agraviado, también está renunciando al derecho a demandar por las Reclamaciones Liberadas de la PAGA, lo que significa todas las reclamaciones en virtud de la Ley del Procurador General Privado que fueron alegadas en las denuncias operativas en la Demanda y cualquier reclamación que podría haber sido alegada sobre la base de los hechos alegados en las denuncias operativas en la Demanda.

Esto incluye las reclamaciones en virtud de la PAGA basadas en el supuesto incumplimiento de la Parte Demandada por: (1) no pagar salarios por todas las horas trabajadas, incluyendo las horas extraordinarias y los salarios mínimos; (2) no proporcionar períodos para comer o de descanso conformes o no pagar las primas de los períodos para comer o de descanso; (3) no reembolsar los gastos relacionados con el trabajo; (4) no pagar puntualmente todos los salarios adeudados durante el empleo o al terminarse la relación laboral; o (5) no proporcionar declaraciones salariales detalladas y precisas.

Los Miembros de la Demanda Colectiva y los Miembros de la PAGA van a liberar estas reclamaciones en contra de Restaurant Pacific Group y de cualquiera de sus entidades afiliadas, matrices, subsidiarias, propietarios, oficiales, accionistas, ejecutivos, gerentes y empleados.

9. ¿Qué pasa si no deseo estar involucrado/a?

Cualquiera que no desee participar en el acuerdo puede excluirse a sí mismo/a (“darse de baja”) al llenar, firmar y enviar por correo/fax una carta indicando que no desea participar en el acuerdo al Administrador del Acuerdo, ILYM Group, Inc., a la siguiente dirección antes del 15 de abril de 2024.

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

Su carta debe incluir (1) su nombre, dirección y número de teléfono; (2) una declaración en la que se indique que desea que se le excluya del acuerdo y (3) su firma. Su carta debe ser sellada con matasellos o sello de fax del, o antes del, 15 de abril de 2024.

Si Solicitud de Exclusión está sellada con matasellos o sello de fax después del 15 de abril de 2024, será rechazada por inoportuna, y usted será un Miembro del Acuerdo de la Demanda Colectiva y quedará vinculado/a por los términos y la liberación del acuerdo. Cualquier persona que presente una Solicitud de Exclusión oportuna y válida no se considerará un Miembro del Acuerdo de la Demanda Colectiva y no va a recibir ningún pago como parte de este acuerdo. Tales individuos mantendrán cualquier derecho de demandar a Restaurant Pacific Group por separado sobre las reclamaciones hechas en esta demanda. Si un Miembro de la Demanda Colectiva presenta una Solicitud de Exclusión válida y una Notificación de Objeción válida, la Solicitud de Exclusión regirá. Los Empleados Agraviados no pueden optar por no participar en el Acuerdo en virtud de la PAGA.

10. ¿Qué pasa si tengo una objeción?

Como un miembro de la demanda colectiva, usted puede oponerse al acuerdo por escrito o en persona. Las objeciones por escrito y todos los escritos de apoyo u otros materiales deben enviarse al Administrador del Acuerdo, ILYM Group, Inc., por correo o fax a más tardar el 15 de abril de 2024. La Corte va a decidir sobre las objeciones en la Audiencia de Aprobación Final. Si su objeción es denegada en la Audiencia de Aprobación Final, usted todavía se verá obligado por los términos de este acuerdo y usted va a recibir un pago del acuerdo. Si un Miembro de la Demanda Colectiva presenta una Solicitud de Exclusión válida y una Notificación de Objeción válida, la Solicitud de Exclusión regirá.

Para que las objeciones por escrito sean válidas, deben contener (1) su nombre, dirección y número de teléfono; (2) la base escrita de su objeción y (3) su firma. Usted puede incluir copias de los papeles, escritos o documentos en los que se basa la objeción. La objeción por escrito debe ser sellada con matasellos o sello de fax del, o antes del, 15 de abril de 2024. El sello con matasellos o sello de fax será el medio para determinar que una objeción por escrito es oportuna y válida.

Sin embargo, cualquier miembro de la demanda colectiva puede presentarse y hacer una objeción en la Audiencia de Aprobación Final. El miembro de la demanda colectiva puede comparecer en persona o a través de un abogado, por su propia cuenta, en la Audiencia de Aprobación Final para presentar su objeción directamente a la Corte. Cualquier abogado que represente a un individuo que se oponga a este Acuerdo que no haya presentado una objeción por escrito debe presentar una notificación de comparecencia ante la Corte y notificar a los Abogados de la Demanda Colectiva y los Abogados de la Parte Demandada a más tardar el 15 de abril de 2024. La Audiencia de Aprobación Final se llevará a cabo en el Dept. 15 de la Corte Superior del Condado de Monterey, Monterey Courthouse, ubicada en 1200 Aguajito Road, Monterey, California 93940 el 24 de abril de 2024, a las 8:30 a.m. (hora del Pacífico). La información relacionada con la comparecencia de forma remota se puede encontrar aquí: <https://www.monterey.courts.ca.gov/remote>.

11. ¿Necesito contratar a un abogado? ¿Quiénes son los abogados en este caso?

Usted no necesita contratar a su propio abogado porque los Abogados de la Demanda Colectiva están trabajando a su favor. Sin embargo, si usted quiere contratar a su propio abogado, usted es libre de contratar a uno a su propio costo.

Los mencionados a continuación son los Abogados de la Demanda Colectiva:

James R. Hawkins (SBN 192925)

Isandra Fernandez (SBN220482)

Lance Dacre (SBN190305)

JAMES HAWKINS APLC

9880 Research Drive, Suite 200

Irvine, CA 92618

Teléfono: (949) 387-7200

Fax: (949) 387-6676

12. ¿Qué ocurre después en el caso?

El Acuerdo sólo ha sido aprobado de manera preliminar. La Corte va a celebrar una audiencia en el Dept. 15 de la Corte Superior del Condado de Monterey, Monterey Courthouse, ubicada en 1200 Aguajito Road, Monterey, California 93940 el 24 de abril de 2024, a las 8:30 a.m. (hora del Pacífico), para determinar si el acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe la solicitud de los Abogados de la Demanda Colectiva por los honorarios y costos de los abogados, el premio de mejora de la Parte Demandante y los costos de administración del acuerdo. En la Audiencia de Aprobación Final, la Corte va a escuchar todas las objeciones, así como también los argumentos a favor y en contra del acuerdo propuesto. Usted tiene el derecho de asistir a esta audiencia, **pero no está obligado/a a hacerlo**. Usted también tiene el derecho de contratar a un abogado para que le represente, a su propio costo, o de presentar una comparecencia y representarse a usted mismo/a. La audiencia se puede continuar sin previo aviso a usted. No es necesario que usted comparezca en esta audiencia.

13. ¿Cómo puedo recibir más información?

Esta Notificación es un resumen de los términos básicos del acuerdo. Para obtener más información, puede llamar a ILYM Group, Inc. Al número (888) 250-6810 o usted puede visitar el sitio web del Administrador en www.ilymgroup.com. Este sitio web va a contener los documentos pertinentes, incluyendo la denuncia Operativa,

el Acuerdo de Solución y la Aprobación y Sentencia Final. Usted también puede ponerse en contacto con los Abogados de la Demanda Colectiva (mencionados más arriba). Usted también puede revisar el acuerdo de solución y otros documentos presentados, que se encuentran en el archivo con el Secretario de la Corte Superior de Monterey, en 1200 Aguajito Road, Monterey, California 93940.

TODAS LAS PREGUNTAS CON RESPECTO A ESTE LITIGIO DEBEN DIRIGIRSE A LOS ABOGADOS DE LA PARTE DEMANDANTE:

James R. Hawkins (SBN 192925)

Isandra Fernandez (SBN220482)

Lance Dacre (SBN190305)

JAMES HAWKINS APLC

9880 Research Drive, Suite 200

Irvine, CA 92618

Teléfono: (949) 387-7200

Fax: (949) 387-6676

Por favor, no llame por teléfono a la Corte, a la Oficina del Secretario de la Corte o a los abogados de Restaurant Pacific Group para obtener información sobre este acuerdo.

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

«Contact»

Cesar Rodriguez Vinalay v. Restaurant Pacific Group, LLC

**Superior Court of the State of California, County of Monterey
Case No.: 22CV000486**

If you are a current or former employee of Restaurant Pacific Group, LLC dba Scales Restaurant (“Restaurant Pacific Group” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION
ABOUT YOUR RIGHTS.**

YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT

FROM THIS CLASS ACTION SETTLEMENT IS \$«Class_Estimated_Settlement_Amount»

According to Restaurant Pacific Group’s records, the total number of workweeks that you worked as an employee in California between February 18, 2018, through and including August 13, 2021, is «Class_WorkWeeks». Based on this number, your Individual Settlement Payment Amount as a member of the Class is estimated to be \$«Class_Estimated_Settlement_Amount».

PAGA MEMBERS ONLY:

YOUR ESTIMATED TOTAL PAGA PAYMENT AMOUNT FROM THIS CLASS

ACTION SETTLEMENT IS \$«PAGA_Estimated_Settlement_Amount».

According to Restaurant Pacific Group’s records, the total number of pay periods that you worked as an employee in California between February 18, 2021, through and including August 13, 2021, is «PAGA_Pay_periods_». Based on this number, your PAGA Payment is estimated to be \$«PAGA_Estimated_Settlement_Amount».

- This lawsuit involves a class defined as: All current and former non-exempt employees employed by Restaurant Pacific Group in the State of California from February 18, 2018, through August 13, 2021. It also asserts claims on behalf of aggrieved employees from February 18, 2021, through August 13, 2021.
- You are receiving this Notice because the records reflect that you may be a class member.
- In the lawsuit, Plaintiff *Cesar Rodriguez Vinalay* (“Plaintiff”) alleged that Defendant failed to pay wages for all hours worked, provide proper meal and rest breaks, pay premiums for missed meal and rest breaks, reimburse work-related expenses, provide accurate itemized wage statements, and timely pay all wages at the time owed and upon separation of employment, and that Defendant engaged in unfair business practices. Based on these allegations, Plaintiff sought unpaid wages and penalties. Defendant denies Plaintiff’s allegations. After the exchange of relevant information and evidence, the parties agreed to enter settlement negotiations in an attempt to resolve the claims in the case.

- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff's claims or Defendant's defenses.
- You will not be penalized or retaliated against by Restaurant Pacific Group for participating in this settlement.
- You have several options available to you, which are explained in the chart below:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds. In exchange for the settlement proceeds, you will give up any rights to sue Restaurant Pacific Group separately for claims based on the facts pled in the operative Complaint, which are or could be the basis of claims that Restaurant Pacific Group failed to pay wages for all hours worked, provide proper meal and rest breaks, pay premiums for missed meal and rest breaks, reimburse work-related expenses, provide accurate itemized wage statements, and timely pay all wages at the time owed and upon separation of employment. See Section 8 below for an explanation of the claims you are giving up. If you move, you must notify the Settlement Administrator of your new address.
ASK TO BE EXCLUDED (OPT OUT)	You can exclude yourself from this lawsuit. If you ask to be excluded, you will not receive a share of the class settlement proceeds, but you keep any rights you may have to bring your own separate suit against Restaurant Pacific Group for the same legal claims in this lawsuit that are released in this settlement. You cannot ask to be excluded <u>and</u> still get a settlement payment for the class claims. If you ask to be excluded from the settlement, you cannot object to the settlement. Even if you request to be excluded from the class settlement, you may not exclude yourself from the settlement of claims under the Private Attorneys' General Act ("PAGA") and will receive your portion of the PAGA Payment and give up your right to pursue the Released PAGA Claims.
OBJECT	If you do not agree with the settlement, you can object to the terms of this settlement. The Court may or may not agree with your objection. If you object to the settlement and the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment. Objecting to the settlement will not exclude you from the settlement.
ATTEND THE FINAL APPROVAL HEARING	You can ask to speak in Court about the fairness of the settlement at the Final Approval Hearing. The Court will hold a Final Approval Hearing to determine whether the settlement is fair, reasonable, and adequate on April 24, 2024 at 8:30 a.m. More information regarding this hearing is set forth in Section 12.

**Your options are explained in this notice.
To opt out or object, you must act by April 15, 2024**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Restaurant Pacific Group's non-exempt employees. You have received this notice because Restaurant Pacific Group's records indicate that you are a member of the settlement class or are an aggrieved employee.

2. What is this lawsuit about?

Plaintiff filed this lawsuit on February 18, 2022, on behalf of individuals who are employed or have been employed by Restaurant Pacific Group as non-exempt employees in the State of California, during the Class Period. Plaintiff amended his lawsuit on April 26, 2022.

"Class Period" is defined as the period from February 18, 2018, through August 13, 2021. The operative complaint alleges class and representative PAGA claims against Restaurant Pacific Group for (1) failure to pay wages for all hours worked including overtime and minimum wage in violation of Labor Code sections 210, 1194, and 1199 and applicable Wage Orders; (2) failure to provide meal periods or meal period premiums in violation of Labor Code sections 226.7, 512 and applicable Wage Orders; (3) failure to provide rest periods or rest period premiums in violation of Labor Code sections 226.7 and applicable Wage Orders; (4) failure to reimburse work-related expenses in violation of Labor Code section 2802 and applicable Wage Orders; (5) failure to timely pay wages during employment in violation of Labor Code section 204 and applicable Wage Orders; (6) failure to timely pay wages upon separation of employment in violation of Labor Code sections 201-203 and applicable Wage Orders; (7) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and applicable Wage Orders; (8) unfair competition in violation of Business and Professions Code section 17200 et seq.; and (9) PAGA penalties under Labor Code section 2699 et seq.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Restaurant Pacific Group's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate, and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although Restaurant Pacific Group disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$275,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$91, 666.66
- Litigation Costs: \$15,000.00
- Settlement Administration Costs to the Settlement Administrator: \$8,850.00
- Class Representative Enhancement Award to Class Representative: \$5,000.00
- Payment to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees: \$10,000.00, representing its share of the settlement payment for the PAGA claims made in this lawsuit, pursuant to the California Labor Code section 2699.

After these deductions, and to the extent that the Court approves these amounts in full, approximately \$144,483.34 is estimated to be available for payment to the Class Members receiving this notice (“Net Settlement Amount”). These amounts may change and are subject to Court approval.

Each class member’s Individual Settlement Payment shall be determined as follows:

- The Net Settlement Amount will be apportioned among Class Members on a pro rata basis, based on the number of workweeks worked by each respective Class Member during the Class Period.

All Individual Settlement Payments will be treated as follows: 10% as payment for wages (subject to withholding of employment taxes and to be reported on IRS Forms W-2, and 90% as penalties and interest (not subject to withholding of employment taxes and to be reported on IRS Forms 1099).

According to Restaurant Pacific Group’s records, the total number of workweeks you worked during the Class Period is «Class_WorkWeeks».

If you disagree with the above information regarding your number of workweeks worked and would like someone to look into the matter, please follow the procedure below. Based on the above information, your estimated Individual Settlement Payment from the class settlement is \$«Class_Estimated_Settlement_Amount».

In addition, you are also eligible to receive a payment under the PAGA, California Labor Code section 2698, *et seq.* Your PAGA payment constitutes 100% penalties, not wages. Restaurant Pacific Group’s records indicate that you worked for Restaurant Pacific Group as a non-exempt employee from February 18, 2021, through August 13, 2021 (the “PAGA Period”). Individual payments under the PAGA will be paid to employees who worked during the PAGA Period on a pro rata basis, based on the number of pay periods each respective employee worked during the PAGA Period. Based Restaurant Pacific Group’s records, it has been determined that you worked a total of «PAGA_Pay_periods_» pay periods during the PAGA Period. Based on that, your individual share of the PAGA Payment is \$«PAGA_Estimated_Settlement_Amount».

6. What if I disagree with information or the number of workweeks shown above?

If you believe the information in the notice is incorrect regarding the number of workweeks or number of pay periods you worked, you can provide documentation or explanation to the Settlement Administrator to show contrary information. You can write a letter setting forth the number of workweeks or pay periods that you believe you worked as a non-exempt employee in California during the Class Period or the PAGA Period that you believe are correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

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

You must submit such information by April 15, 2024. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. The Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute, subject to the final resolution by the Court if the Court decides to rule on the dispute. If the Court does not issue a ruling on the dispute, the Settlement Administrator’s determination of the number of workweeks you worked will be binding.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, **you do not have to do anything**. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The class claims you will release by doing nothing and participating in the settlement are as follows:

All claims that were alleged in the operative complaints of the Action and any claims that could have been alleged based on the facts as alleged in of the operative complaints of the Action.

This includes claims that accrued during the Class Period for (1) failing to pay wages for all hours worked including overtime and minimum wage; (2) failing to provide compliant meal or rest periods or pay meal or rest period premiums; (3) failing to reimburse work-related expenses; (4) failing to timely pay all wages owed during employment or upon separation of employment; (5) failing to provide accurate itemized wage statements, and (6) engaging in unfair business practices.

If you are an Aggrieved Employee, you are also giving up the right to sue for the Released PAGA Claims, which means all claims under the Private Attorneys General Act that were alleged in the operative complaints in the Action and any claims that could have been alleged based on the facts as alleged in the operative complaints in the Action.

This includes claims under the PAGA premised on Defendant's alleged failure to: (1) pay wages for all hours worked including overtime and minimum wage; (2) provide compliant meal or rest periods or pay meal or rest period premiums; (3) reimburse work-related expenses; (4) timely pay all wages owed during employment or upon separation of employment; or (5) provide accurate itemized wage statements.

Class Members and PAGA Members will be releasing these claims against Restaurant Pacific Group and any and all of its past and present affiliated entities, parents, subsidiaries, owners, officers, shareholders, executives, managers, and employees.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, ILYM Group, Inc., at the following address by April 15, 2024.

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

Your letter must include (1) your name, address, and telephone number; (2) a statement indicating that you wish to be excluded from the settlement; and (3) your signature. Your letter must be postmarked or fax stamped on or before April 15, 2024.

If your Request for Exclusion is postmarked or fax stamped after April 15, 2024, it will be rejected as untimely, and you will be a Settlement Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Settlement Class Member and will not

receive any payment as part of this settlement. Such individuals will keep any right to sue Restaurant Pacific Group separately about the claims made in this lawsuit. If a Class Member submits both a valid Request for Exclusion and a valid Notice of Objection, the Request for Exclusion shall control. Aggrieved Employees cannot opt out of the PAGA Settlement.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator, ILYM Group, Inc., by mail or fax no later than April 15, 2024. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment. If a Class Member submits both a valid Request for Exclusion and a valid Notice of Objection, the Request for Exclusion shall control.

For written objections to be valid, it must contain (1) your name, address, and phone number; (2) the written basis of your objection, and (3) your signature. You may include copies of any papers, briefs, or documents upon which the objection is based. The written objection must be post marked or fax stamped on or before April 15, 2024. The postmark or fax stamp date shall be the exclusive means for determining that a written objection is timely and valid.

Any class member may nevertheless appear and make an objection at the Final Approval Hearing. The class member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than April 15, 2024. The Final Approval Hearing will be held in Dept. 15 of the Monterey County Superior Court, Monterey Courthouse, located at 1200 Aguajito Road, Monterey, California 93940 on April 24, 2024, at 8:30 a.m. (Pacific Time). Information on appearing remotely can be found here: <https://www.monterey.courts.ca.gov/remote>.

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

James R. Hawkins (SBN 192925)
Isandra Fernandez (SBN220482)
Lance Dacre (SBN190305)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 15 of the Monterey County Superior Court, Monterey Courthouse, located at 1200 Aguajito Road, Monterey, California 93940 on April 24, 2024, at 8:30 a.m. (Pacific Time), to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's enhancement award, and the costs of settlement administration. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You

have a right to attend this hearing, **but you are not required to do so**. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This Notice is a summary of the basic terms of the settlement. For further information, you may telephone ILYM Group, Inc. at (888) 250-6810 or you may go to the Administrator's website at www.ilymgroup.com. This website will contain pertinent documents including the operative Complaint, the Settlement Agreement, and the Final Approval and Judgment. You may also contact Class Counsel (listed above). You may also review the settlement agreement and other filed documents, which are on file with the Clerk of the Monterey Superior Court, 1200 Aguajito Road, Monterey, California 93940.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS:

James R. Hawkins (SBN 192925)
Isandra Fernandez (SBN220482)
Lance Dacre (SBN190305)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Please do not telephone the Court, the Office of the Clerk, or Restaurant Pacific Group's counsel for information regarding this settlement.

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Cesar Vinalay v. Restaurant Pacific Group

ASSUMPTIONS	
Total Number of Class Members	295
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00
Subtotal				\$650.00

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

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
NCOA	Flat Rate	\$75.00	1	\$75.00
Certified Spanish Translation	Flat Rate	\$1,250.00	1	\$1,250.00
Toll Free Customer Service Representative	Flat Rate	\$85.00	1	\$85.00
Weekly Reports	Flat Rate	\$500.00	1	Waived
Subtotal				\$1,910.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$2.00	295	\$590.00
USPS First Class Postage	Per Piece	\$0.81	295	\$238.95
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.50	18	\$44.25
Storage, Photocopies, Deliveries	Flat Fee	\$276.90	1	\$276.90

Subtotal **\$1,150.10**

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.50	295	\$442.50
USPS First Class Postage	Per Piece	\$0.60	295	\$177.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	18	\$35.40
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal **\$3,579.90**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Uncashed Funds	Flat Rate	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal **\$1,560.00**

TOTAL CASE ESTIMATE: **\$8,850.00**

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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