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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IGNACIO MACIEL, et al.,

Plaintiffs,

v.

M.A.C. COSMETICS INC.,

Defendant.

Case No. 23-cv-03718-AMO

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

1 I, Cassandra Polites, 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, *Torres et*
6 *al. v. M.A.C. Cosmetic, Inc.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 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) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Notice of Proposed Class Action Settlement*
18 *and Final Fairness and Approval Hearing*, in both English and Spanish (referred to as “Class
19 Notice Packet”); (c) receiving and processing requests for exclusion and objections to the
20 Settlement; (d) resolving Class Members’ disputes over the number of workweeks Defendant has
21 record of them working during the Class Period, which was pre-printed on their individualized
22 Class Notice; (e) establishing a QSF account and calculating individual settlement award amounts;
23 (f) processing and mailing settlement award checks; (g) handling tax withholdings as required by
24 the Settlement and the law; (h) preparing, issuing and filing tax returns and other applicable tax
25 forms; (i) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement;
26 and (j) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group
27 to perform.
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1 4. On July 24, 2025, ILYM Group received the Court approved text for the Class
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On August 25, 2025, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, and the
6 number of workweeks for each Class Member and Aggrieved Employee. The data file was
7 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
8 List contained unique records for 3,436 individuals who worked a total of 202,664 work weeks.

9 6. As part of the preparation for mailing, all 3,436 names and addresses contained in
10 the Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
13 contains requested change of addresses filed with the USPS. To the extent that an updated address
14 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
15 Packet. To the extent that no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

17 7. On September 2, 2025, the Class Notice Packet was mailed, in both English and
18 Spanish, via U.S First Class Mail, to all 3,436 individuals contained in the Class List. Attached
19 hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

20 8. As of the date of this declaration, 295 Class Notice Packets have been returned to
21 our office of which none were returned with a forwarding address. ILYM Group performed a
22 computerized skip trace on the 295 returned Class Notice Packets that did not have a forwarding
23 address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice
24 Packet. As a result of this skip trace, 231 updated addresses were obtained and the Class Notice
25 Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

26 9. As of the date of this declaration, a total of 231 Class Notice Packets have been re-
27 mailed as a result of ILYM Group's skip tracing efforts.
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1 10. As of the date of this declaration, a total of 64 Class Notice Packets have been
2 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

3 11. As of the date of this declaration, ILYM Group has received 3 requests for exclusion.
4 The deadline to request exclusion from the Settlement was October 17, 2025.

5 12. As of the date of this declaration, ILYM Group has not received any objections to
6 the Settlement. The deadline to submit a written objection to the Settlement was October 17, 2025.

7 13. As of the date of this declaration, ILYM Group has not received any disputes from
8 a Class Member. The deadline to submit a work week dispute was October 17, 2025.

9 14. The Net Settlement Amount available to Participating Class Members is estimated
10 to be \$7,281,000.00 and was calculated by subtracting the requested attorneys' fees \$4,200,000.00,
11 the amount allocated for litigation costs and expenses \$150,000.00, the requested Class
12 Representative Service Payment \$40,000.00, the requested Administration Expenses Payment
13 \$29,000.00, the LWDA Payment \$225,000.00 and the PAGA Penalties allocation to Aggrieved
14 Employees \$75,000.00 from the Gross Settlement Amount \$12,000,000.00.

15 15. As of this date, there are 3,433 Class Members who worked a total of 202,101 work
16 weeks who did not submit a timely and valid Request for Exclusion and are therefore deemed to be
17 Participating Class Members. The Individual Class Payment is allocated on a pro rata basis using
18 their work weeks worked.

19 16. The *highest* Individual Class Payment to a Participating Class Member is currently
20 estimated to be approximately \$13,401.87 the *average* Individual Class Payment is currently
21 estimated to be approximately \$2,120.89 and, the *lowest* Individual Class Payment is currently
22 estimated to be approximately \$36.03. These amounts are subject to employee-side tax and
23 withholdings.

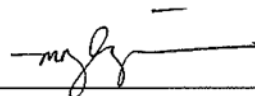
24 17. Pursuant to the Agreement, 25% of the PAGA Penalties payment (\$75,000.00) will
25 be allocated to Aggrieved Employees regardless of whether he or she opted outs of the Class
26 Settlement ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA
27 Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay
28

1 Periods. There are 1,831 Aggrieved Employees who worked 83,767 pay periods during the PAGA
2 period.

3 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
4 estimated to be approximately \$196.08, the *average* Individual PAGA Payment is currently
5 estimated to be approximately \$40.96 and the *lowest* Individual PAGA Payment is currently
6 estimated to be approximately \$0.90.

7 19. ILYM Group's total fees and costs for services in connection with the administration
8 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
9 costs for completion of the settlement administration, are \$29,000.00. ILYM Group's work in
10 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 such
12 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
13 Group to perform.

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16 I declare under penalty of perjury under the laws of the State of California and the United
17 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
18 was executed this 13th day of November 2025, at Tustin, California.

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24 CASSANDRA POLITES