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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO**
11

12 IVAN MARQUEZ, individually and on
13 behalf of others similarly situated and as an
14 aggrieved employee and Private Attorney
15 General; FERNANDO SALGUERO,
16 individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General,

17 Plaintiffs,

18 vs.
19

20 COLLABERA, INC. a New Jersey
corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.
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Case No. 37-2022-00010988-CU-OE-CTL

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

Date: May 19, 2023
Time: 10:30 a.m.

Judge: Hon. John S. Meyer
Dept.: C-64

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 the
3 Operations 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 appointed by
5 the Court to serve as the Settlement Administrator for the above captioned *Marquez v. Collabera, Inc.*
6 matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal
7 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
8 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 distribution
11 services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

12 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
13 appointed by the Court to provide notification services and settlement administration, pursuant to the terms
14 of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final
15 Approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Proposed Class Action*
16 *Settlement and Request for Exclusion from Class Action Settlement* (collectively referred to as “Notice
17 Packet”); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members’
18 disputes over the number of workweeks Defendants have record of them working during the Class Period,
19 which was pre-printed on their individualized Class Notice; (d) calculating individual settlement award
20 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by
21 the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h)
22 handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
23 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

24 4. On December 19, 2022, ILYM Group received the Court approved text for the Notice
25 Packet from Counsel for Plaintiffs. ILYM Group prepared a draft of the formatted Notice Packet, which
26 was approved by the Parties’ Counsel prior to mailing.

27 5. On January 23, 2023, ILYM Group received the class data file from Counsel for
28 Defendants, which contained the name, personnel number, social security number, last known mailing

1 address, last known telephone number and workweeks for each Settlement Class Member. The data file
2 was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List
3 contained 2,560 individuals who worked a total of 95,009 workweeks between March 22, 2019, and
4 December 16, 2022.

5 6. As part of the preparation for mailing, all 2,560 names and addresses contained in the Class
6 List were then processed against the National Change of Address (“NCOA”) database, maintained by the
7 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of
8 the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change
9 of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database,
10 the updated address was used for the mailing of the Notice Packet. To the extent that no updated address
11 was found in the NCOA database, the original address provided by Counsel for Defendants was used for
12 the mailing of the Notice Packet.

13 7. On February 10, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all 2,560
14 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the
15 mailed Notice Packet.

16 8. As of the date of this declaration, 153 Notice Packets have been returned to our office as
17 undeliverable. Of the 153 returned Notice Packets, 2 were returned with a forwarding address and promptly
18 re-mailed to the forwarding address provided. ILYM Group performed a computerized skip trace on the
19 151 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated address
20 for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 107 updated addresses were
21 obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S First
22 Class Mail.

23 9. As of the date of this declaration, a total of 109 Notice Packets have been re-mailed.
24 Specifically, 2 were re-mailed as a result of a forwarding address provided by the USPS, 107 have been re-
25 mailed as a result of ILYM Group’s skip tracing efforts.

26 10. As of the date of this declaration, a total of 44 Notice Packets have been deemed
27 undeliverable. Specifically, 44 have been deemed undeliverable as no updated address was found
28 notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received five requests for exclusion. The deadline to request exclusion from the Settlement was April 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 April 11, 2023.

13. As of the date of this declaration, ILYM Group will report a total of 2,555 Settlement Class Members, representing 99.80% of the 2,560 Settlement Class Members.

14. Settlement 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 Awards, Settlement Administration Fees to ILYM Group, LWDA and the Aggrieved Employees allocation, e.g.,

Gross Settlement Fund	\$ 2,500,000.00
Class Counsel Fees	\$ 875,000.00
Class Counsel Litigation Costs	\$ 20,601.46
Enhancement Award - Marquez	\$ 7,500.00
Enhancement Award - Salguero	\$ 7,500.00
Administration Fees	\$ 33,770.00
LWDA	\$ 375,000.00
Aggrieved Employees	\$ 125,000.00
Net Settlement Fund (estimated)	\$ 1,055,628.54

To determine a Settlement Class Member 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 Settlement Class Member. Based on these calculations, the Settlement Class Members will receive an estimated average gross payment of \$412.35 with the estimated highest gross payment being \$2,182.73, and the estimated lowest gross payment being \$11.14. Based on these calculations, the Aggrieved Employees will receive an estimated average gross

1 payment of \$48.83, with the estimated highest gross payment being \$297.41, and the estimated lowest gross
2 payment being \$2.48.

3 15. ILYM Group's total fees and costs for services in connection with the administration of this
4 Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for
5 completion of the settlement administration, are \$33,770.00. ILYM Group's work in connection with this
6 matter will continue with the calculation of the settlement award payments, issuance and mailing of the
7 settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that
8 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

9 I declare under penalty of perjury under the laws of the State of California and the United States
10 that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed
11 this 14th day of April 2023, at Tustin, California.

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15 Nathalie Hernandez
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EXHIBIT “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Marquez v. Collabera, Inc.

San Diego County Superior Court Case No. 37-2022-00010988

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former hourly-paid or non-exempt individuals who were employed by Collabera Inc. within the State of California at any time between March 22, 2019, and December 16, 2022.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was filed against Defendant Collabera, Inc. (“Collabera”) by Plaintiffs Ivan Marquez and Fernando Salguero (“Plaintiffs”) on March 22, 2022. The lawsuit alleges that Collabera did not provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including unpaid minimum wages and overtime, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, and failed to reimburse employees for necessary business expenses. The lawsuit also seeks to recover penalties for the alleged Labor Code Violations pursuant to the California Private Attorneys General Act of 2004 (PAGA).

Defendant denies all alleged violations and denies that it owes Plaintiffs or any of the Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit. However, the parties have agreed to a settlement in order to avoid the expense and uncertainty of continued litigation.

2. Why is this a class/representative action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who may have similar claims. In a PAGA Action, one or more people, called the PAGA Representative represent the California Labor and Workforce Development Agency and the PAGA Members. Plaintiffs Ivan Marquez and Fernando Salguero are the class and PAGA Representatives in this matter. In a class action and PAGA Action, one court resolves the issues for all Class Members/PAGA Members. The San Diego County Superior Court is in charge of this lawsuit.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Defendant. Rather, the Settlement is a compromise reached after a good faith, arms’ length negotiation between Plaintiffs and Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiffs also believe that this Settlement is in the best interests of all Class Members. The Court has not ruled on the merits of Plaintiffs’ claims or the Defendant’s defenses.

The Settlement is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”). On December 16, 2022, the Court granted preliminary approval of the Settlement, appointed Plaintiffs as the Class Representatives and Protection Law Group, LLP as counsel for the Class (“Class Counsel”).

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement and a Class Member if you were employed by Collabera, Inc as an hourly-paid or non-exempt employee within the State of California at any time from March 22, 2019, and December 16, 2022. (“Class Member”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (“Total Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Total Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Eight Hundred and Seventy-Five Thousand Dollars (\$875,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Forty Thousand Dollars (\$40,000.00);
- C. **Incentive Payment to the Class and PAGA Representatives** not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to each Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated to be Thirty-Three Thousand Seven Hundred and Seventy (\$33,770.00); and
- E. **PAGA Payment** in the amount of Five Hundred Thousand Dollars (\$500,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$375,000.00) shall be paid to the Labor Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) (\$125,000.00) will be distributed to hourly-paid non-exempt employees of Collabera Inc., who worked in California between March 22, 2019, and December 16, 2022 (“PAGA Members”) for the release of claims arising under PAGA.

The amount you are eligible to receive from the settlement (your “Individual Class Settlement Payment”) will be determined on a *pro rata* basis, based on the number of weeks (“Workweeks”) you worked for Collabera in California as an hourly-paid or non-exempt employee from March 22, 2019, through December 16, 2022 (“Class Period”).

Your Individual Class Settlement Payment will be apportioned as thirty-percent (30%) wages, thirty-percent (30%) interest, and forty-percent (40%) penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Collabera separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

In addition to the Class Payment, PAGA Members will receive a share of the PAGA Payment. The PAGA portion of your Individual Settlement Payment will be allocated as 100% as penalties that will not be subject to deductions and withholdings.

You worked «Class_Weeks» workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$«Class_Estimated_Settlement_Amount». This amount is an estimate and may change depending on the number of timely and valid requests for exclusions submitted in the Settlement and other payments approved by the Court.

You worked «PAGA_Pay_Periods» pay periods during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$«PAGA_Estimated_Settlement_Amount». This amount is an estimate and may change depending on the final number of PAGA Members.

This Amount was determined based on Collabera's record of your employment and is presumed correct. If you dispute the accuracy of Collabera's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by April 11, 2023. The Settlement Administrator's contact information is listed below:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone No.: 888-250-6810

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the settlement?

Upon the funding of the Total Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiffs and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant Collabera, Inc. and each of its respective subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns.

The "Released Class Claims" means all claims alleged or that could have been alleged based on the operative facts pled in the First Amended Complaint on a class-wide basis.

The release of the Class Claims pertains to the Class Period from March 22, 2019, through December 16, 2022.

Further, upon the funding of the Total Settlement Amount, in exchange for the consideration set forth by the Settlement, all PAGA Members shall release the "Released Parties" for the "Released PAGA Claims" that arose during the "PAGA Period."

"Released PAGA Claims" means all PAGA Claims that were actually alleged or could have been alleged in the First Amended Complaint by Plaintiffs, on behalf of the State of California, themselves, and PAGA Employees based on the facts and theories described in the March 18, 2020, and March 4, 2022, letters sent to the LWDA by Plaintiffs.

The release of PAGA claims pertains to the PAGA Period from March 22, 2019, through December 16, 2022.

All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to a separate lawsuit with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the settlement?

To exclude yourself from the release of Released Class Claims you must sign and complete the request for exclusion form included with this Notice.

The request for exclusion form must be mailed to the Settlement Administrator at the address listed below, post-marked by April 11, 2023. You cannot exclude yourself by phone.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released Class Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

You may be able to sue Collabera and/or the Released Parties or continue any suit you have pending against Collabera and/or the Released Parties, regarding the Released Class Claims (except for Released Class Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

9. If I don't exclude myself, can I sue Collabera for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Collabera and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No, except for the portion of the Settlement relating to PAGA. But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Collabera and/or Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Protection Law Group LLP as Class Counsel. The firms' contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$875,000.00 and reimbursement of litigation cost/expenses of up to \$40,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than April 11, 2023. Your objection must include (a) your full name, address, telephone number, and signature; (b) the words "Notice of Objection" or "Objection" (c) a clear reference to the title of the case and case number (as listed above); (d) a clear and concise written statement of all factual arguments supporting the objection and any legal support; (e) copies of any papers, briefs, or other documentary evidence relied upon; and (f) a list of any witnesses the objector may call to testify at the final approval hearing. You may also come to the Final Approval Hearing on May 19, 2023, and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 10:30 a.m. on May 19, 2023, at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101 in Department C-64.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Please see <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings> for information on how to schedule remote appearances.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.ilymgroup.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Collabera

and/or the Released Parties about the Released Class Claims, ever again. Your Individual Class Settlement Payment and Individual PAGA Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the State Bar Impact Fund.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.ilymgroup.com or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

Marquez v. Collabera, Inc.

San Diego County Superior Court Case No. 37-2022-00010988-CU-OE-CTL

IF YOU COMPLETE THIS FORM, YOU WILL NOT RECEIVE YOUR SHARE OF BENEFITS UNDER THE SETTLEMENT

DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT

TO BE EXCLUDED FROM THE SETTLEMENT, THIS OPT-OUT FORM MUST BE SIGNED AND MAILED TO THE SETTLEMENT ADMINISTRATOR VIA U.S. MAIL POSTMARKED ON OR BEFORE APRIL 11, 2023

ILYM ID: «ILYMID»

«Contact»

«Address_1»

«City», «State» «Zip»

INSTRUCTIONS

If you do not want to participate in this lawsuit and settlement, you may “opt out” of the Settlement. If you opt out of this lawsuit and the settlement, (a) you will have no right to receive any benefit under the settlement in this case; (b) you will not be bound by the terms of the settlement; and (c) you will have no right to object to the settlement and be heard at the Final Fairness Hearing.

If you were employed after March 22, 2019, you will still receive the PAGA Portion of your individual settlement payment and will remain bound by the Released PAGA Claims as the Request for Exclusion does not apply to this claim.

To opt out of the class portion of the settlement, you must fill out all information in the section below, sign, and return this Request for Exclusion Form to the Settlement Administrator at the address below. To be timely, your Request for Exclusion Form must be postmarked **on or before April 11, 2023**.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

REQUEST FOR EXCLUSION SIGNATURE

By signing this Request for Exclusion Form, I hereby opt out of this lawsuit and settlement reached in the matter of *Marquez v. Collabera, Inc. et al.* By signing this Request for Exclusion, I understand that I will not receive money from the class portion of the settlement, and I will have no right to object to the settlement or be heard at the Final Fairness Hearing. I further understand that I am still bound by the Released PAGA Claims and will receive the PAGA Portion of my individual settlement payment.

Date: _____

Name: _____

Signature: _____