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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SALVADOR RAMOS, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

WHITE LINE SYSTEMS, LLC, a Texas
Limited Liability Company, DRIVEN 2
DRIVE LEASING, LLC, a Texas Limited
Liability Company, and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2216314
[Assigned to Hon. Jessica Morgan, Dept. S26
for all purposes]

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

Hearing

Date: August 22, 2024
Time: 8:30 a.m.
Dept.: S26

Complaint Filed: July 27, 2022

1 I, Nick Castro, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Ramos v.*
6 *White Line Systems, LLC, and Driven 2 Leasing, LLC* matter. I am authorized to make this
7 declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein,
8 and, if called upon to testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

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

26 4. On February 23, 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.

1 5. On March 8, 2024, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, last
3 known telephone number, class workweeks, PAGA pay periods, and employment dates for each
4 Settlement Class Member. The data file was uploaded to our database and checked for duplicates
5 and other possible discrepancies. The Class List contained 512 individuals who worked 20,951
6 work weeks.

7 6. As part of the preparation for mailing, all 512 names and addresses contained in the
8 Class List were then processed against the National Change of Address (“NCOA”) database,
9 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
10 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
11 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
12 address was found in the NCOA database, the updated address was used for the mailing of the
13 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
14 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

15 7. On March 18, 2024, the Notice Packet was mailed, via U.S First Class Mail, to all
16 512 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
17 copy of the mailed Notice Packet.

18 8. As of the date of this declaration, 52 Notice Packets have been returned to our office
19 as undeliverable. ILYM Group performed a computerized skip trace on the 48 returned Notice
20 Packets that did not have a forwarding address in an effort to obtain an updated address for the
21 purpose of re-mailing the Notice Packet. As a result of this skip trace, 29 updated addresses were
22 obtained and the Notice Packet was promptly re-mailed to those Settlement Class Members, via
23 U.S First Class Mail.

24 9. As of the date of this declaration, a total of 33 Notice Packets have been re-mailed.
25 Specifically, 29 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

26 10. As of the date of this declaration, a total of 19 Notice Packets have been deemed
27 undeliverable. Specifically, 19 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 not received any requests for exclusion. The deadline to request exclusion from the Settlement was April 17, 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 17, 2024.

13. Participating Claimants will receive a proportional share of the Net Settlement Fund through individual settlement payments, calculated by a pro-rata formula, 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, Claims Administration Fees to ILYM Group, and the PAGA allocation, e.g. The 49,349 class work weeks have a value of \$22.52 per workweek.,

Gross Settlement Amount	\$	825,000.00
Class Counsel Fees	\$	275,000.00
Class Counsel Expenses	\$	12,235.37
Class Representative Service Payments	\$	7,500.00
ILYM Group Fees	\$	8,350.00
LWDA	\$	37,500.00
<u>PAGA Allocation to PAGA Members</u>	<u>\$</u>	<u>12,500.00</u>
<u>Net Settlement Amount</u>	<u>\$</u>	<u>471,914.63</u>

To determine a Participating Claimant'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 Claimant. Based on these calculations, the Participating Claimants will receive an estimated average gross payment of \$921.71, with the estimated highest gross payment being \$4,392.31, and the estimated lowest gross payment being \$22.52.

14. The 319 PAGA Members will each receive an Individual PAGA Payment based on their share of the \$12,500 in PAGA Penalties (25% of the total \$50,000 PAGA allocation),

1 calculated pro-rata based on the number of Pay Periods during the PAGA Period. The PAGA
2 Members collectively worked 11,128 Pay Periods, and will receive an estimated average gross
3 payment of \$39.18.

4 15. ILYM Group's total fees and costs for services in connection with the administration
5 of this Settlement, which includes fees and costs incurred to date, as well as anticipated fees and
6 costs for completion of the settlement administration, are \$8,350.00. ILYM Group's work in
7 connection with this matter will continue with the calculation of the settlement award payments,
8 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
9 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
10 Group to perform.

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
13 was executed this 25th day of July 2024, at Tustin, California.

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16 *Nick Castro*
NICK CASTRO
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EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Ramos v. White Line Systems, LLC, and Driven 2 Drive Leasing, LLC
(San Bernardino County Superior Court, Case No. CIVSB2216314)

***The San Bernardino County Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

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

You may be eligible to receive money from a class action lawsuit (“Action”) against White Line Systems, LLC, and Driven 2 Drive Leasing, LLC (collectively, “Defendants”) for alleged wage and hour violations.

The Action was filed by Plaintiff Salvador Ramos (“Plaintiff”), and seeks payment of alleged unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of the “Class Members” defined as all current and former truck drivers who were employed by Defendants in California at any time during the Class Period (which is July 27, 2018, through March 4, 2023). The Action also seeks alleged civil penalties under the California Private Attorneys General Act (“PAGA”) for all truck drivers who were employed by Defendants in California at any time during the PAGA Period (which is July 27, 2021, through March 4, 2023) (“PAGA Members”).

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

[_____] [ILYM ID]

Two Parts	Weeks and Pay Periods Worked During: Class Period (Class Member) and PAGA Period (PAGA Member)	Your Estimated Share
Class Member	_____ (During Class Period)	\$_____ (Individual Class Payment)
PAGA Member	_____ (During PAGA Period)	\$_____ (Individual PAGA Payment)

Based on Defendants’ records, and the Parties’ current assumptions, your estimated Individual Class Payment (less withholding) and your Individual PAGA Payment are shown in the chart above, along with the Workweeks you are credited with working during the Class Period and pay periods worked during the PAGA Period, respectively, according to Defendants’ records. The actual amount you may receive could be adjusted depending on several factors. (If no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment because you did not work during the PAGA Period.

If you believe that you worked more weeks or pay periods during either period than Defendants’ records show in the chart above, you can submit a dispute by April 17, 2024 (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full individual class settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do <u>not</u> wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by April 17, 2024 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are a PAGA Member and exclude yourself, you will still be paid your share of the PAGA Payment and you will remain bound by the PAGA Released Claims. See Section 6 of this Notice.
OBJECT	If you think that the Settlement is not fair, and you don’t opt out of the Settlement, then you can object to the Settlement in writing by April 17, 2024 (see Section 7 for details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks or pay periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to dispute your credited Weeks Worked or PAGA Pay Periods). Defendants’ records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks and/or Pay Periods you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: AUGUST 22, 2024 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff and Class Representative, Salvador Ramos, is a former truck driver for Defendants. The Action alleges that Defendants failed to pay minimum and regular wages, failed to pay for nonproductive time under Labor Code § 226.2, failed to reimburse for business expenses, failed to timely pay final wages, and failed to provide accurate itemized wage statements;. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action (“Class Counsel”). See Section 9 below for their contact information.

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

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

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

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

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

This settlement does not involve any decision by the Court on the merits of the Action. Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$825,000 as the Total Settlement Amount. Defendants have agreed to deposit the Total Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Total Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's Costs, and LWDA PAGA Payment to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fully fund the Total Settlement on approximately December 10, 2024, assuming that no Class Member objects or intervenes in the Settlement, which will delay payments until after the deadline to file an appeal or an appeal is resolved. Payments to Class Members will be mailed on approximately December 20, 2024.

2. Court Approved Deductions from Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Attorneys' Fees and Costs. Payment of up to one-third of the Settlement Amount to Class Counsel for attorneys' fees (\$275,000) and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action on a contingency fee basis (that is, without payment to date).
- B. Class Representative Service Payment. Up to \$7,500 to the Class Representative, or such lesser amount as may be approved by the Court, as a Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative's Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- C. Administration Expenses Payment. Up to \$8,350 to the Administrator for services administering the Settlement.
- D. PAGA Payment. Up to \$50,000 relating to Plaintiff's claim under PAGA, allocated 75% to the LWDA and the remaining 25% will be distributed to the PAGA Members as Individual PAGA Payments, which will be divided based on their share of PAGA Pay Periods worked during the PAGA Period.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay any employer-side payroll taxes on the portion of the Individual Class Payments allocated to the Wage Portion. The Individual PAGA Payments are treated as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Unclaimed Property Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you opt-out of the Settlement no later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void; Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and Objections (if any). The Administrator will also decide any Disputes over Weeks Worked and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Settlement Amount and separately paid all employer-side payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you

opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release: All Participating Class Members release the Released Parties from any and all claims and/or causes of action as well as the predicate claims based on the facts alleged in the Action, or that reasonably could have been alleged based upon the factual allegations in the original and amended Complaints and the PAGA Notice Letters, including all of the following: (a) all class claims alleging violations of California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 221-223, 226, 226.2, 226.3, 256, 558, 1194, 1197, 1197.1 and 2802; (b) any and all claims for failure to pay minimum and regular wages; (c) any and all claims for failure to pay for nonproductive time under Labor Code § 226.2; (d) any and all claims for failure to reimburse for business expenses; (e) any and all claims for failure to timely pay final wages; (f) any and all claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts alleged in the Action, and including claims for injuries suffered therefrom; (g) any and all claims for unreimbursed business expenses, including, but not limited to, expenses incurred for personal cell phone usage; (h) any and all claims under the Business and Professions Code (including Section 17200 et seq.) premised on the facts, claims and causes of action alleged in the Action, and (i) all other claims or penalties under the wage and hour laws pleaded in the Action; and all damages, penalties, interest and other amounts recoverable under all claims under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, and the applicable Wage Orders as to the facts alleged in the Action. The period of the Release shall extend to the limits of the Class Period. (the “Released Class Claims”).

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendants have paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff, the State of California, the LWDA and PAGA Members shall release the Released Parties from all claims and causes of action for PAGA civil penalties against the Released Parties that were alleged or that could have been alleged based on the facts asserted in the Action as well as in the PAGA Notice Letters for violations of Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 221-223, 226, 226.2, 226.3, 256, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2699 et seq., and sections of the applicable wage order, as well as any claims for attorneys’ fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include: (a) any and all claims for civil penalties for failure to pay minimum and regular wages; (b) any and all claims for civil penalties for failure to pay for nonproductive time under Labor Code § 226.2; (c) any and all claims for civil penalties for failure to reimburse for business expenses; (d) any and all claims for civil penalties for failure to timely pay final wages; (e) any and all claims civil penalties for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the PAGA Notice Letters; (f) any and all claims civil penalties for unreimbursed business expenses, including, but not limited to, expenses incurred for personal cell phone usage; and (f) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the Complaint. Under *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), the Released PAGA Claims apply to all PAGA Members, regardless of whether they request exclusion from the class. The Released PAGA Claims do not release any PAGA Members’ claims for wages or statutory penalties. (“Released PAGA Claims.”) The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

11. “Released Parties” includes Defendants White Line Systems, LLC, Drive 2 Drive Leasing, LLC, and their present and former parents, shareholders, owners, members, predecessors, successors, all affiliates, subsidiaries, plans, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), and any other third party who may be legally responsible for any of the claims asserted in the Action or in any of the PAGA Notice

Letters, and their respective present and former members, officers, directors, insurers, managers, supervisors, employees, agents, and stockholders..

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.

3. Disputing Weeks or PAGA Pay Periods Worked. The number of weeks you worked during the Class Period and the number of PAGA Pay Periods worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until April 17, 2024 ("Response Deadline") to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of weeks and pay periods worked based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek or PAGA Pay Period challenges based on your submission and on input from Class Counsel and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and PAGA Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) and PAGA Member. Unless otherwise ordered by the Court, the single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. PAGA Members Only. If you opted out of the Class settlement, but qualify as a PAGA Member, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member, including those who opt out of the Class Settlement.

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

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a "Request for Exclusion" letter/card postmarked no later than April 17, 2024 with your full name, address, telephone number, last four digits of your Social Security number or your date of birth, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE RAMOS V. WHITE LINE SYSTEMS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Ramos v. White Line Systems, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of Social Security number or your date of birth for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by April 17, 2024 (the “Response Deadline”), or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is April 17, 2024 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and the objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendants, in addition to the case name and number (Ramos v. White Line Systems, Case No. CIVSB2216314), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before **April 17, 2024**.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On August 22, 2024, the Court will hold a public hearing in in Department S26 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff’s request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement

do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail.

Settlement Administrator
ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781 Telephone Number: 888-250-6810

If you wish to communicate directly with Class Counsel, you may contact them at the contact information noted here:

Class Counsel
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Misty Lauby, Esq. <i>misty@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on February 22, 2024 and which is available to be inspected at any time during regular business hours the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.