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Attorneys for Plaintiff JOSEFINA LEON TAPIA,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

JOSEFINA LEON TAPIA, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

GEMPERLE EGG PACKING CO. INC.
DBA GEMPERLE FAMILY FARMS, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants

Case No.: CV-25-001398

[Assigned for all purposes to Hon. John
R Mayne]

CLASS AND PAGA
REPRESENTATIVE ACTION

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

Date: April 28, 2026
Time: 8:30 a.m.
Courtroom: Dept. 21
Judge: Hon. John R Mayne

Action Filed: February 11, 2025
Trial Date: Not Set

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1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Leon Tapia v. Gemperle Egg Packing Co. Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

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1 4. On December 18, 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 December 29, 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 384 individuals who worked a total of 53,885 work weeks.

9 6. As part of the preparation for mailing, all 384 names and addresses contained in the
10 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. 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.

17 7. On January 16, 2026, the Class Notice was mailed, in both English and Spanish, via
18 U.S First Class Mail, to all 384 individuals contained in the Class List. Attached hereto, as **Exhibit**
19 **A**, is a true and correct copy of the mailed Class Notice.

20 8. As of the date of this declaration, 30 Class Notices have been returned to our office
21 of which none were returned with a forwarding address. ILYM Group performed a computerized
22 skip trace on the 30 returned Class Notices that did not have a forwarding address, in an effort to
23 obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip
24 trace, 9 updated addresses were obtained and the Class Notices were promptly re-mailed to those
25 Class Members, via U.S. First Class Mail.

26 9. As of the date of this declaration, a total of 9 Class Notices have been re-mailed as
27 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 21 Class Notices have been deemed
2 undeliverable as no updated addresses were found notwithstanding the skip tracing.

3 11. As of the date of this declaration, ILYM Group has not received any requests for
4 exclusion. The deadline to request exclusion from the Settlement was March 17, 2026.

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 March 17, 2026.

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 March 17, 2026.

9 14. The Net Class Settlement Amount available to Participating Class Members is
10 estimated to be \$211,536.37 (inclusive of the employee and employer share of payroll taxes and
11 required withholdings for the wage portion of the Individual Class Payments to the Participating
12 Class Members) and was calculated by subtracting the requested attorneys' fees \$141,666.67, the
13 amount allocated for litigation costs and expenses \$13,846.96, the requested Class Representative
14 Service Payment \$10,000.00, the requested Administration Expenses Payment \$7,950.00, the
15 LWDA Payment \$26,000.00, the PAGA Penalties allocation to Aggrieved Employees \$14,000.00
16 from the Gross Settlement Amount of \$425,000.00. The Net Class and PAGA Settlement Amount
17 available to Participating Class Members inclusive of the employee and employer share of payroll
18 taxes and required withholdings for the wage portion of the Individual Class Payments to the
19 Participating Class Members and PAGA allocation of \$14,000 to PAGA Employees is
20 \$225,536.37.

21 15. As of this date, there are 384 Class Members who did not submit a timely and valid
22 Request for Exclusion and are therefore deemed to be Participating Class Members. The Individual
23 Class Payment is allocated on a pro rata basis using their work weeks worked.

24 16. The *highest* Individual Class Payment to a Participating Class Member is currently
25 estimated to be approximately \$871.51, the *average* Individual Class Payment is currently
26 estimated to be approximately \$550.88 and, the *lowest* Individual Class Payment is currently
27 estimated to be approximately \$3.93. These amounts are subject to employee-side tax and
28 withholdings.

17. Pursuant to the Agreement, 25% of the PAGA Penalties payment (\$14,000.00) will be allocated to Aggrieved Employees regardless of whether he or she opted out of the Class Settlement (“Employee PAGA Amount”); Aggrieved Employees cannot opt out of the PAGA Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay Periods. There are 275 Aggrieved Employees who worked 8,088 pay periods during the PAGA period.

18. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently estimated to be approximately \$57.12, the *average* Individual PAGA Payment is currently estimated to be approximately \$50.91 and the *lowest* Individual PAGA Payment is currently estimated to be approximately \$1.73.

19. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$7,950.00. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's invoice. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 23rd day of March 2026, at Tustin, California.


CASSANDRA POLITES

EXHIBIT “A”

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

APPROVAL

Leon v. Gemperle Egg Packing Co. Inc.
Stanislaus County Superior Court Case No. CV-25-001398

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants GEMPERLE EGG PACKING CO. INC. and GEMPERLE BROS. DBA GEMPERLE FAMILY FARMS (“Defendants”) for alleged wage and hour violations. The Action was filed by former Defendants’ employee plaintiff JOSEFINA LEON TAPIA (“Plaintiff”) and seeks payment of back wages, penalties, expense reimbursements for a class of hourly employees (“Class Members”) who worked for Defendants, or either of them, during the Class Period (February 11, 2021 through June 1, 2025) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendants, or either of them, during the PAGA Period (February 11, 2024 through June 1, 2025) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ (less withholding) and your Individual PAGA Payment is estimated to be \$**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked workweeks** during the Class Period and **you worked pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during any of the respective periods, you can submit a challenge by the deadline date. 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 Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class

The Opt-out Deadline is March 17, 2026	Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by March 17, 2026	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the April 28, 2026, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on April 28, 2026. 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.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by March 17, 2026	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by March 17, 2026. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants, or either of them. The Action accuses Defendants of violating California labor laws by failing to pay all wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and 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: Tunyan Law, APC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Brandon McKelvey, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, 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 has 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 Aggrieved Employees. 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?

- a. Defendants Will Pay \$425,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative

Service Payment, Class Counsel's attorney's fees and expenses, the employee and employer share of payroll taxes and required withholdings for the Wage Portion of the Individual Class Payments to the Participating Class Members, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than sixty (60) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
1. Up to \$141,666.67 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$17,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 2. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive for representing the Class in this Action other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 3. Up to \$10,000 to the Administrator for services administering the Settlement (estimated to be \$7,950.00).
 4. Up to \$40,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
 5. The employee and employer share of payroll taxes and required withholdings for the Wage Portion of the Individual Class Payments to the Participating Class Members.

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

- c. 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 Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10 % of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Both the employee and employer share of payroll taxes and required withholdings for the Wage Portion of the payments will be paid from the Gross Settlement Amount. The Individual PAGA Payments are counted 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.

- e. 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 transmitted to the *Cy Pres* recipient, Sierra Vista Child and Family Services, subject to approval by the Court at final approval.
- f. 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 notify the Administrator in writing, not later than March 17, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the March 17, 2026, Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, social security number and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- g. 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 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.
- h. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- i. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, 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 another lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former, present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release and discharge the Released Parties from all claims, demands, rights, liabilities, causes of action, injuries, grievances, obligations, losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys’ fees, consultant’s fees, expert’s fees, accountant’s fees, costs and any other form of relief or remedy in law or equity, of every nature and description whatsoever, known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, arising from or otherwise related to the claims asserted or that could have been asserted against the Released Parties based on the factual allegations asserted in the Operative Complaint and any future amendments to the Operative Complaint, whether arising under State or other applicable law, that occurred during the Class Period (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- j. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release and discharge, on behalf of themselves and their respective former, present and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice attached to the Settlement Agreement as Exhibit B.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$14,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until March 17, 2026, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Leon v. Gemperle Egg Packing Co. Inc.*, Case N CV-25-001398 pending in Stanislaus County Superior Court, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by March 17, 2026, 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. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the April 28, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, approval of Counsel's Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://ilymgroup.com/GemperleEgg> or the Court's website <https://stanportal.stanct.org/search>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is March 17, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on April 28, 2026, at 8:30 a.m. in Department 21 of the Stanislaus County Superior Court, located at 801 10th Street, 6th Floor, Modesto, CA 95354. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via VCourt using the link <https://stanct.portalscloud.com/VCourt/>. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://ilymgroup.com/GemperleEgg> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://ilymgroup.com/GemperleEgg>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://stanportal.stanct.org/search> and entering the Case Number for the Action, Case No. CV-25-001398. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanislaus County Superior Court by calling (209) 530-3100.

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

Class Counsel:

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N Brand Blvd. Suite 285

Glendale, California 91203

Telephone: (323) 410-5050

Settlement Administrator:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Telephone: (888) 250-6810

Fax: (888) 845-6185

Email: info@ilymgroup.com

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.

**AVISO APROBADO POR EL TRIBUNAL DE ACUERDO EN UNA DEMANDA COLECTIVA Y FECHA DE AUDIENCIA
PARA LA APROBACIÓN FINAL DEL TRIBUNAL**

Leon contra Gemperle Egg Packing Co. Inc.
Tribunal Superior del Condado de Stanislaus, Caso N.º CV-25-001398

*El Tribunal Superior del Estado de California autorizó el presente Aviso. Léalo detenidamente.
No se trata de correo no deseado, spam, publicidad ni una solicitud por parte de un abogado.
Usted no está siendo demandado.*

Usted puede ser elegible para recibir dinero como resultado de una demanda colectiva laboral (“Demanda”) interpuesta contra GEMPERLE EGG PACKING CO. INC. y GEMPERLE BROS. DBA GEMPERLE FAMILY FARMS (los “Demandados”) por presuntas infracciones a las leyes sobre salarios y horas de trabajo. La Demanda fue presentada por la ex empleada de los Demandados, JOSEFINA LEON TAPIA (la “Demandante”), y solicita el pago de salarios adeudados, sanciones y reembolsos de gastos en favor de un colectivo de empleados por hora (“Miembros del Colectivo”) que trabajaron para los Demandados, o cualquiera de ellos, durante el Período del Acuerdo Colectivo (del 11 de febrero de 2021 al 1 de junio de 2025), así como (2) sanciones conforme a la Ley de Abogados Privados de California (PAGA) para todos los empleados por hora que trabajaron para los Demandados, o cualquiera de ellos, durante el Período conforme a la PAGA (del 11 de febrero de 2024 al 1 de junio de 2025) (“Empleados Afectados”).

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo Colectivo que exige a los Demandados financiar los Pagos Individuales del Acuerdo Colectivo, y (2) un Acuerdo conforme a la PAGA que exige a los Demandados financiar los Pagos Individuales conforme a la PAGA y pagar sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Con base en los registros de los Demandados y en las suposiciones actuales de las Partes, **se estima que su Pago Individual del Acuerdo Colectivo asciende a \$ (menos las retenciones correspondientes) y que su Pago Individual conforme a la PAGA asciende a \$**. El monto real que usted podría recibir probablemente será diferente y dependerá de diversos factores. (Si no se indica ningún monto para su Pago Individual conforme a la PAGA, entonces, según los registros de los Demandados, usted no es elegible para recibir un Pago Individual conforme a la PAGA en virtud del Acuerdo, ya que no trabajó durante el Período conforme a la PAGA).

Las estimaciones anteriores se basan en los registros de los Demandados, los cuales indican que **usted trabajó semanas laborales** durante el Período del Acuerdo Colectivo y **períodos de pago** durante el Período conforme a la PAGA. Si usted considera que trabajó un mayor número de semanas laborales o períodos de pago durante cualquiera de los períodos correspondientes, puede presentar una impugnación dentro del plazo establecido. Consulte la Sección 4 del presente Aviso.

El Tribunal ya ha otorgado la aprobación preliminar al Acuerdo propuesto y ha aprobado el presente Aviso. El Tribunal aún no ha decidido si concederá la aprobación final. Sus derechos legales se verán afectados, independientemente de que usted actúe o no. Lea atentamente este Aviso. Se considerará que usted lo ha leído y comprendido cuidadosamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si otorga la aprobación final al Acuerdo y determinará qué parte del Acuerdo se pagará a la Demandante y a los abogados de la Demandante (“Abogados del Colectivo”). El Tribunal también decidirá si dictará una sentencia que obligue a los Demandados a realizar los pagos conforme al Acuerdo y que exija a los Miembros del Colectivo y a los Empleados Afectados renunciar a sus derechos para hacer valer determinadas reclamaciones contra los Demandados.

Si usted trabajó para los Demandados durante el Período del Acuerdo Colectivo y/o el Período conforme a la PAGA, tiene dos opciones básicas conforme al Acuerdo:

- (1) **No hacer nada.** Usted no tiene que realizar ninguna acción para participar en el Acuerdo propuesto y ser elegible para recibir un Pago Individual del Acuerdo Colectivo y/o un Pago Individual conforme a la PAGA. No obstante, como Miembro del Colectivo participante, usted renunciará a su derecho a presentar reclamaciones salariales correspondientes al Período del Acuerdo Colectivo y reclamaciones por sanciones correspondientes al Período conforme a la PAGA contra los Demandados.
- (2) **Excluirse del Acuerdo Colectivo.** Usted puede excluirse del Acuerdo Colectivo (optar por excluirse) mediante la presentación de una Solicitud de Exclusión por escrito o notificando de otro modo al Administrador por escrito. Si se excluye del Acuerdo, no recibirá un Pago Individual del Acuerdo Colectivo. Sin embargo, conservará su derecho a presentar de manera individual reclamaciones salariales correspondientes al Período del Acuerdo Colectivo contra los Demandados y, si usted es un Empleado Afectado, seguirá siendo elegible para recibir un Pago Individual conforme a la PAGA. Usted no puede excluirse de la parte del Acuerdo propuesta conforme a la PAGA.

Los Demandados no tomarán represalias en su contra por cualquier acción que usted adopte en relación con el Acuerdo propuesto.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES CONFORME A ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, usted será un Miembro del Colectivo participante y será elegible para recibir un Pago Individual del Acuerdo Colectivo y un Pago Individual conforme a la PAGA (si corresponde). A cambio, usted renunciará a su derecho a hacer valer contra los Demandados las reclamaciones salariales cubiertas por este Acuerdo (Reclamaciones Liberadas).
Puede excluirse del Acuerdo Colectivo, pero no del Acuerdo conforme a la PAGA La fecha límite para excluirse es el 17 de marzo de 2026	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, usted será un Miembro del Colectivo no participante y dejará de ser elegible para recibir un Pago Individual del Acuerdo Colectivo. Los Miembros del Colectivo no participantes no pueden presentar objeciones a ninguna parte del Acuerdo propuesto. Consulte la Sección 6 del presente Aviso. Usted no puede excluirse de la parte del Acuerdo propuesta conforme a la PAGA. Los Demandados deben pagar los Pagos Individuales conforme a la PAGA a todos los Empleados Afectados, y los Empleados Afectados deben renunciar a sus derechos para presentar las Reclamaciones Liberadas (definidas más adelante).
Los Miembros del Colectivo participantes pueden objetar el Acuerdo Colectivo, pero no el Acuerdo conforme a la PAGA Las objeciones por escrito deben presentarse a más tardar el 17 de marzo de 2026	Todos los Miembros del Colectivo que no se excluyan (“Miembros del Colectivo participantes”) pueden presentar objeciones a cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si otorgar la aprobación final del Acuerdo incluirá una determinación del monto que se pagará a los Abogados del Colectivo y a la Demandante, quienes promovieron la Demanda en representación del Colectivo. Usted no es personalmente responsable de ningún pago a los Abogados del Colectivo ni a la Demandante; sin embargo, cada dólar pagado a los Abogados del Colectivo y a la Demandante reduce el monto total que se paga a los Miembros del Colectivo participantes. Usted puede objetar los montos solicitados por los Abogados del Colectivo o la Demandante si considera que no son razonables. Consulte la Sección 7 del presente Aviso.
Puede participar en la Audiencia de Aprobación Final del 28 de abril de 2026	La Audiencia de Aprobación Final del Tribunal está programada para celebrarse el 28 de abril de 2026. Usted no está obligado a asistir, pero tiene el derecho de comparecer (o contratar a un abogado para que comparezca en su nombre y a su propio costo), ya sea en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros del Colectivo participantes pueden formular objeciones verbales al Acuerdo durante la Audiencia de Aprobación Final. Consulte la Sección 8 del presente Aviso.
Puede impugnar el cálculo de sus semanas laborales o períodos de pago Las impugnaciones por escrito deben presentarse a más tardar el 17 de marzo de 2026	El monto de su Pago Individual del Acuerdo Colectivo y de su Pago conforme a la PAGA (si corresponde) depende, respectivamente, del número de semanas laborales en las que trabajó al menos un día durante el Período del Acuerdo Colectivo y del número de períodos de pago en los que trabajó al menos un día durante el Período conforme a la PAGA. El número de semanas laborales del Período del Acuerdo Colectivo y el número de períodos de pago del Período conforme a la PAGA que usted trabajó, según los registros de los Demandados, se indica en la primera página de este Aviso. Si usted no está de acuerdo con cualquiera de estos números, debe impugnarlos a más tardar el 17 de marzo de 2026. Consulte la Sección 4 del presente Aviso.

1. ¿DE QUÉ TRATA LA DEMANDA?

La Demandante es una ex empleada de los Demandados, o de cualquiera de ellos. La Demanda acusa a los Demandados de haber infringido las leyes laborales de California al no pagar la totalidad de los salarios, los salarios adeudados al momento de la terminación de la relación laboral y los gastos reembolsables, así como al no proporcionar períodos de comida, descansos y comprobantes de pago detallados y precisos. Con base en las mismas alegaciones, la Demandante también ha formulado una reclamación por sanciones civiles conforme a la Ley de Abogados Privados de California (Código Laboral §§ 2698 y siguientes) (“PAGA”). La Demandante está representada en la Demanda por los abogados Tunyan Law, APC (“Abogados del Colectivo”).

Los Demandados niegan enérgicamente haber infringido alguna ley o haber dejado de pagar salarios, y sostienen que cumplieron con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA HAYA LLEGADO A UN ACUERDO?

Hasta la fecha, el Tribunal no ha determinado si los Demandados o la Demandante tienen razón en cuanto al fondo del asunto. Entretanto, la Demandante y los Demandados contrataron a un mediador experimentado e imparcial, Brandon McKelvey, con el fin de intentar resolver la Demanda mediante la negociación de un acuerdo que pusiera fin al caso, en lugar de continuar con el costoso y prolongado proceso de litigio. Las negociaciones fueron exitosas. Mediante la firma de un extenso acuerdo de conciliación por escrito (“Acuerdo”) y al convenir en solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, la Demandante y los Demandados negociaron un Acuerdo propuesto que está sujeto a la aprobación final del Tribunal. Ambas partes coinciden en que el Acuerdo propuesto constituye un compromiso respecto de reclamaciones controvertidas. Al aceptar el Acuerdo, los Demandados no admiten infracción alguna ni reconocen la validez de ninguna de las reclamaciones.

La Demandante y los Abogados del Colectivo consideran firmemente que el Acuerdo representa un resultado favorable para usted, ya que estiman que: (1) los Demandados han aceptado pagar un monto justo, razonable y adecuado, teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres asociados con la continuación del litigio; y (2) el Acuerdo responde a los mejores intereses de los Miembros del Colectivo y de los Empleados Afectados. El Tribunal otorgó la aprobación preliminar al Acuerdo propuesto por considerarlo justo, razonable y adecuado, autorizó el presente Aviso y programó una audiencia para determinar la aprobación final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

- a. Los Demandados pagarán \$425,000.00 como Monto Bruto del Acuerdo. Los Demandados han aceptado depositar el Monto Bruto del Acuerdo en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Monto Bruto del Acuerdo para pagar los Pagos Individuales del Acuerdo Colectivo, los Pagos Individuales conforme a la PAGA, el pago por servicios a la Representante del Colectivo, los honorarios y gastos de los Abogados del Colectivo, la parte correspondiente al empleado y al empleador de los impuestos sobre la nómina y las retenciones obligatorias aplicables a la porción salarial de los Pagos Individuales del Acuerdo Colectivo a favor de los Miembros del Colectivo participantes, los gastos del Administrador y las sanciones que deban pagarse a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”). Suponiendo que el Tribunal otorgue la aprobación final, los Demandados financiarán el Monto Bruto del Acuerdo dentro de un plazo no mayor a sesenta (60) días a partir de la fecha en que la sentencia dictada por el Tribunal adquiere carácter definitivo. La sentencia será definitiva en la fecha en que el Tribunal la dicte, o en una fecha posterior si los Miembros del Colectivo participantes presentan objeciones al Acuerdo propuesto o si la sentencia es apelada.
- b. Deducciones del Monto Bruto del Acuerdo aprobadas por el Tribunal. En la Audiencia de Aprobación Final, la Demandante y/o los Abogados del Colectivo solicitarán al Tribunal que apruebe las siguientes deducciones del Monto Bruto del Acuerdo, cuyos montos serán determinados por el Tribunal en la Audiencia de Aprobación Final:
 6. Hasta \$141,666.67 (33 y 1/3 % del Monto Bruto del Acuerdo) a favor de los Abogados del Colectivo por concepto de honorarios profesionales y hasta \$17,000 por concepto de gastos de litigio. A la fecha, los Abogados del Colectivo han trabajado y han incurrido en gastos en relación con la Demanda sin haber recibido pago alguno.
 7. Hasta \$10,000 como pago por servicios a la Representante del Colectivo por presentar la Demanda, colaborar con los Abogados del Colectivo y representar al Colectivo. Este pago por servicios será el único monto que la Demandante recibirá por representar al Colectivo en esta Demanda, además de su Pago Individual del Acuerdo Colectivo y cualquier Pago Individual conforme a la PAGA que le corresponda.
 8. Hasta \$10,000 a favor del Administrador por los servicios de administración del Acuerdo (estimados en \$7,950.00).
 9. Hasta \$40,000 por concepto de Sanciones conforme a la PAGA, asignándose el 65 % al pago conforme a la PAGA a favor de la LWDA y el 35 % en Pagos Individuales conforme a la PAGA a favor de los Empleados Afectados, con base en sus períodos de pago correspondientes al Período conforme a la PAGA.
 10. La parte correspondiente al empleado y al empleador de los impuestos sobre la nómina y las retenciones obligatorias aplicables a la porción salarial de los Pagos Individuales del Acuerdo Colectivo a favor de los Miembros del Colectivo participantes.

Los Miembros del Colectivo participantes tienen el derecho de objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones presentadas.
- c. Distribución del Monto Neto del Acuerdo a los Miembros del Colectivo. Tras realizar las deducciones indicadas anteriormente en los montos aprobados por el Tribunal, el Administrador distribuirá el resto del Monto Bruto del Acuerdo (el “Monto Neto del Acuerdo”) mediante el pago de Pagos Individuales del Acuerdo Colectivo a los Miembros del Colectivo participantes, con base en las semanas laborales trabajadas durante el Período del Acuerdo Colectivo.

- d. Impuestos aplicables a los pagos a los Miembros del Colectivo. La Demandante y los Demandados solicitan al Tribunal que apruebe una asignación del 10 % de cada Pago Individual del Acuerdo Colectivo como salarios sujetos a impuestos (“Porción Salarial”) y del 90 % como intereses y sanciones (“Porción No Salarial”). La Porción Salarial estará sujeta a las retenciones correspondientes y se declarará en los formularios IRS W-2. Tanto la parte correspondiente al empleado como la correspondiente al empleador de los impuestos sobre la nómina y las retenciones obligatorias aplicables a la Porción Salarial de los pagos se pagarán con cargo al Monto Bruto del Acuerdo. Los Pagos Individuales conforme a la PAGA se considerarán sanciones, y no salarios, para efectos fiscales. El Administrador declarará los Pagos Individuales conforme a la PAGA y las Porciones No Salariales de los Pagos Individuales del Acuerdo Colectivo en los formularios IRS 1099.

Aunque la Demandante y los Demandados han acordado estas asignaciones, ninguna de las partes le brinda asesoramiento respecto de si sus pagos están sujetos a impuestos ni sobre el monto de impuestos que pudiera adeudar. Usted es responsable de pagar todos los impuestos aplicables (incluidas las sanciones e intereses sobre impuestos atrasados) derivados de cualquier pago que reciba conforme al Acuerdo propuesto. Si tiene preguntas sobre las consecuencias fiscales del Acuerdo propuesto, debe consultar con un asesor fiscal.

- e. Necesidad de cobrar oportunamente los cheques de pago. El anverso de cada cheque emitido por concepto de Pagos Individuales del Acuerdo Colectivo y Pagos Individuales conforme a la PAGA indicará la fecha de vencimiento del cheque (fecha de anulación). Si usted no cobra el cheque antes de la fecha de vencimiento, este será cancelado automáticamente y los fondos se transferirán al beneficiario cy pres, Sierra Vista Child and Family Services, sujeto a la aprobación del Tribunal en la audiencia de aprobación final.
- f. Solicitudes de Exclusión del Acuerdo Colectivo (optar por excluirse). Usted será considerado un Miembro del Colectivo participante y participará plenamente en el Acuerdo Colectivo, a menos que notifique al Administrador por escrito, a más tardar el 17 de marzo de 2026, que desea excluirse. La forma más sencilla de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes de la fecha límite de respuesta del 17 de marzo de 2026. La Solicitud de Exclusión deberá consistir en una carta firmada por el Miembro del Colectivo o su representante, en la que se indique el nombre del Miembro del Colectivo, su dirección actual, número de teléfono, número de seguro social y una manifestación sencilla de su decisión de excluirse del Acuerdo. Los Miembros del Colectivo excluidos (es decir, los Miembros del Colectivo no participantes) no recibirán Pagos Individuales del Acuerdo Colectivo, pero conservarán su derecho a presentar de manera individual reclamaciones por salarios y horas de trabajo contra los Demandados.

Usted no puede excluirse de la parte del Acuerdo conforme a la PAGA. Los Miembros del Colectivo que se excluyan del Acuerdo Colectivo (Miembros del Colectivo no participantes) seguirán siendo elegibles para recibir Pagos Individuales conforme a la PAGA y estarán obligados a renunciar a su derecho a hacer valer reclamaciones conforme a la PAGA contra los Demandados, basadas en los hechos correspondientes al Período conforme a la PAGA alegados en la Demanda.

- g. El Acuerdo propuesto quedará sin efecto si el Tribunal niega la aprobación final. Es posible que el Tribunal decida no otorgar la aprobación final del Acuerdo o se niegue a dictar una sentencia. También es posible que el Tribunal dicte una sentencia que posteriormente sea revocada en apelación. La Demandante y los Demandados han acordado que, en cualquiera de estos supuestos, el Acuerdo quedará sin efecto: los Demandados no realizarán pago alguno y los Miembros del Colectivo no liberarán ninguna reclamación contra los Demandados.
- h. Administrador. El Tribunal ha designado a una empresa neutral, ILYM Group, Inc. (el “Administrador”), para enviar el presente Aviso, calcular y efectuar los pagos, y tramitar las Solicitudes de Exclusión de los Miembros del Colectivo. El Administrador también resolverá las impugnaciones de los Miembros del Colectivo relacionadas con las semanas laborales, enviará y reenviará los cheques del Acuerdo y los formularios fiscales, y llevará a cabo otras tareas necesarias para la administración del Acuerdo. La información de contacto del Administrador se incluye en la Sección 9 del presente Aviso.
- i. Liberación de reclamaciones de los Miembros del Colectivo participantes. Una vez que la sentencia sea definitiva y los Demandados hayan financiado íntegramente el Monto Bruto del Acuerdo, los Miembros del Colectivo participantes quedarán legalmente impedidos de hacer valer cualquiera de las reclamaciones liberadas conforme al Acuerdo. Esto significa que, salvo que usted se haya excluido válidamente del Acuerdo Colectivo, no podrá iniciar, continuar ni formar parte de ninguna otra demanda contra los Demandados o entidades relacionadas por reclamaciones salariales basadas en los hechos correspondientes al Período del Acuerdo Colectivo ni por sanciones conforme a la PAGA basadas en los hechos correspondientes al Período conforme a la PAGA, según se alegan en la Demanda y se resuelven mediante el presente Acuerdo.

Los Miembros del Colectivo participantes quedarán obligados por la siguiente liberación de reclamaciones:

Todos los Miembros del Colectivo participantes, en nombre propio y en nombre de sus respectivos cónyuges pasados, presentes y futuros, hijos, representantes, agentes, abogados, herederos, administradores, albaceas, sucesores y cesionarios, liberan y exoneran a las Partes Liberadas de toda reclamación, demanda, derecho, responsabilidad, causa de acción, lesión, agravio, obligación, pérdida, daño, sanción, interés, multa, deuda, gravamen, responsabilidad, honorarios de abogados, honorarios de consultores, honorarios de peritos, honorarios de contadores, costos y cualquier otra forma de reparación o remedio en derecho o en equidad, de cualquier naturaleza y descripción, conocidos o desconocidos, previstos o imprevistos, anticipados o no anticipados, sospechados o no sospechados, que surjan de o estén de cualquier otro modo relacionados con las reclamaciones formuladas o que pudieran haberse formulado contra las Partes Liberadas con base en las alegaciones fácticas expuestas en la Demanda Operativa y en cualquier modificación futura de la Demanda Operativa, ya sea conforme a la legislación estatal u otra legislación aplicable, que hayan ocurrido durante el Período del Acuerdo Colectivo (“Reclamaciones Colectivas Liberadas”). Los Miembros del Colectivo participantes no liberan ninguna otra reclamación, incluidas, entre otras, reclamaciones por beneficios adquiridos, despido improcedente, violaciones de la Ley de Empleo y Vivienda Justos, seguro de desempleo, incapacidad, seguridad social, compensación laboral, ni reclamaciones basadas en hechos ocurridos fuera del Período del Acuerdo Colectivo.

- j. Liberación de reclamaciones conforme a la PAGA de los Empleados Afectados. Una vez que la sentencia del Tribunal sea definitiva y los Demandados hayan pagado íntegramente el Monto Bruto del Acuerdo, todos los Empleados Afectados quedarán impedidos de hacer valer reclamaciones conforme a la PAGA contra los Demandados, independientemente de que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Afectados, incluidos aquellos que sean Miembros del Colectivo participantes y aquellos que se excluyan del Acuerdo Colectivo, no podrán iniciar, continuar ni participar en ninguna otra reclamación conforme a la PAGA contra los Demandados o sus entidades relacionadas, basada en los hechos correspondientes al Período conforme a la PAGA alegados en la Demanda y resueltos mediante el presente Acuerdo.

Las liberaciones de reclamaciones de los Empleados Afectados, tanto de los Miembros del Colectivo participantes como de los no participantes, son las siguientes:

Todos los Miembros del Colectivo participantes y no participantes que sean Empleados Afectados se considerarán que liberan y exoneran, en nombre propio y en nombre de sus respectivos cónyuges pasados, presentes y futuros, hijos, representantes, agentes, abogados, herederos, administradores, albaceas, sucesores y cesionarios, a las Partes Liberadas de toda reclamación por Sanciones conforme a la PAGA que hayan sido alegadas, o que razonablemente pudieran haber sido alegadas, con base en los hechos correspondientes al Período conforme a la PAGA expuestos en la Demanda Operativa y/o en el Aviso conforme a la PAGA adjunto al Acuerdo como Anexo B.

4. **¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?**

- d. Pagos Individuales del Acuerdo Colectivo. El Administrador calculará los Pagos Individuales del Acuerdo Colectivo de la siguiente manera: (a) dividirá el Monto Neto del Acuerdo entre el número total de semanas laborales trabajadas por todos los Miembros del Colectivo participantes, y (b) multiplicará el resultado por el número de semanas laborales trabajadas por cada Miembro del Colectivo participante de manera individual.
- e. Pagos Individuales conforme a la PAGA. El Administrador calculará los Pagos Individuales conforme a la PAGA de la siguiente manera: (a) dividirá \$14,000.00 entre el número total de períodos de pago correspondientes al Período conforme a la PAGA trabajados por todos los Empleados Afectados, y (b) multiplicará el resultado por el número de períodos de pago correspondientes al Período conforme a la PAGA trabajados por cada Empleado Afectado de manera individual.
- f. Impugnaciones relativas a semanas laborales y períodos de pago. El número de semanas laborales del Período del Acuerdo Colectivo que usted trabajó y el número de períodos de pago del Período conforme a la PAGA que usted trabajó, según constan en los registros de los Demandados, se indican en la primera página del presente Aviso. Usted tiene hasta el 17 de marzo de 2026 para impugnar el número de semanas laborales y/o períodos de pago que se le hayan acreditado. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo postal, correo electrónico o fax. La Sección 9 del presente Aviso contiene la información de contacto del Administrador.

Usted deberá respaldar su impugnación enviando copias de talones de pago u otros registros pertinentes. El Administrador aceptará como exactos los cálculos de semanas laborales y/o períodos de pago realizados por los Demandados con base en sus registros, a menos que usted envíe copias de documentos que contengan información contraria. Debe enviar copias y no los documentos originales, ya que estos no le serán devueltos. El Administrador resolverá las impugnaciones relativas a semanas laborales y/o períodos de pago con base en su presentación y en las observaciones de los Abogados del Colectivo (quienes actuarán en representación de los Miembros del Colectivo

participantes) y de los abogados de los Demandados. La decisión del Administrador será definitiva. Usted no podrá apelar ni impugnar de ningún otro modo dicha decisión final.

5. ¿CÓMO RECIBIRÉ MI PAGO?

- a. Miembros del Colectivo participantes. El Administrador enviará, por correo postal de los Estados Unidos, un solo cheque a cada Miembro del Colectivo participante (es decir, a cada Miembro del Colectivo que no se haya excluido), incluidos aquellos que también califiquen como Empleados Afectados. Dicho cheque único combinará el Pago Individual del Acuerdo Colectivo y el Pago Individual conforme a la PAGA.
- b. Miembros del Colectivo no participantes. El Administrador enviará, por correo postal de los Estados Unidos, un solo cheque correspondiente al Pago Individual conforme a la PAGA a cada Empleado Afectado que se haya excluido del Acuerdo Colectivo (es decir, a cada Miembro del Colectivo no participante).

Su cheque se enviará a la misma dirección que figura en este Aviso. Si usted cambia de dirección, asegúrese de notificar al Administrador a la mayor brevedad posible. La Sección 9 del presente Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?

Debe presentar una carta escrita y firmada que incluya su nombre, dirección actual, número de teléfono y una manifestación sencilla de que no desea participar en el Acuerdo. El Administrador lo excluirá con base en cualquier comunicación escrita que exprese su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Leon v. Gemperle Egg Packing Co. Inc.*, Caso N.º CV-25-001398, pendiente ante el Tribunal Superior del Condado de Stanislaus, e incluir su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de seguro social con fines de verificación). Usted debe presentar la solicitud personalmente. Si otra persona presenta la solicitud en su nombre, esta no será válida. **El Administrador debe recibir su solicitud de exclusión a más tardar el 17 de marzo de 2026; de lo contrario, no será válida.** La Sección 9 del presente Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO PUEDO PRESENTAR UNA OBJECCIÓN AL ACUERDO?

Únicamente los Miembros del Colectivo participantes tienen derecho a presentar objeciones al Acuerdo. Antes de decidir si desea objetar, puede resultarle conveniente conocer lo que la Demandante y los Demandados solicitarán al Tribunal que apruebe. Al menos dieciséis (16) días antes de la Audiencia de Aprobación Final del 28 de abril de 2026, los Abogados del Colectivo y/o la Demandante presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluirá, entre otros aspectos, las razones por las cuales el Acuerdo propuesto es justo, así como las solicitudes de aprobación de los honorarios de los abogados, los gastos de litigio y el pago por servicios, indicando (i) el monto que los Abogados del Colectivo solicitan por concepto de honorarios profesionales y gastos de litigio; y (ii) el monto que la Demandante solicita como pago por servicios en su calidad de Representante del Colectivo. Previa solicitud razonable, los Abogados del Colectivo (cuya información de contacto se incluye en la Sección 9 del presente Aviso) le enviarán copias de dichos documentos sin costo alguno para usted. Asimismo, usted puede consultarlos en el sitio web del Administrador <https://ilymgroup.com/GemperleEgg> o en el sitio web del Tribunal <https://stanportal.stanct.org/search>.

Un Miembro del Colectivo participante que no esté de acuerdo con cualquier aspecto del Acuerdo, con la Moción de Aprobación Final y con las solicitudes de honorarios, gastos de litigio y pago por servicios, puede optar por presentar una objeción; por ejemplo, puede considerar que el Acuerdo propuesto no es justo, o que los montos solicitados por los Abogados del Colectivo o por la Demandante son demasiado altos o demasiado bajos. **La fecha límite para enviar objeciones por escrito al Administrador es el 17 de marzo de 2026.** Asegúrese de indicar al Administrador a qué se opone, las razones de su objeción y cualquier hecho que la respalde. Asimismo, debe identificar la Demanda e incluir su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo con los Demandados, y firmar la objeción. La Sección 9 del presente Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro del Colectivo participante puede presentar una objeción (o contratar personalmente a un abogado para que lo haga en su nombre y a su propio costo) compareciendo en la Audiencia de Aprobación Final. Usted (o su abogado) deberá estar preparado para informar al Tribunal a qué se opone, las razones de su objeción y los hechos que la fundamentan. Consulte la Sección 8 del presente Aviso (inmediatamente a continuación) para conocer los detalles específicos sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no está obligado a, asistir a la Audiencia de Aprobación Final programada para el 28 de abril de 2026, a las 8:30 a. m., en el Departamento 21 del Tribunal Superior del Condado de Stanislaus, ubicado en 801 10th Street, sexto piso, Modesto, California 95354. En dicha audiencia, el juez decidirá si concede la aprobación final del Acuerdo y determinará qué parte del Monto Bruto del Acuerdo se pagará a los Abogados del Colectivo, a la Demandante y al Administrador. Antes de tomar una decisión, el Tribunal escuchará los comentarios de quienes hayan presentado objeciones, de los Abogados del Colectivo y de los abogados de los

Demandados. Usted puede asistir personalmente o de manera virtual a través de VCourt utilizando el enlace <https://stanct.portalscloud.com/VCourt/>, o bien contratar a un abogado para que comparezca en su nombre.

Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal reprogramme la Audiencia de Aprobación Final. Antes de la fecha prevista, usted debe consultar el sitio web del Administrador <https://ilymgroup.com/GemperleEgg> o comunicarse con los Abogados del Colectivo para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece en su totalidad todo aquello que los Demandados y la Demandante se han comprometido a cumplir conforme al Acuerdo propuesto. La forma más sencilla de consultar el Acuerdo, la sentencia u otros documentos relacionados con el Acuerdo es acceder al sitio web de ILYM Group, Inc. en <https://ilymgroup.com/GemperleEgg>. Asimismo, usted puede comunicarse por teléfono o correo electrónico con los Abogados del Colectivo o con el Administrador utilizando la información de contacto que se indica a continuación, o bien consultar el sitio web del Tribunal Superior accediendo a <https://stanportal.stanct.org/search> e ingresando el número de caso de la Demanda, Caso N.º CV-25-001398. También puede programar una cita para revisar personalmente los documentos judiciales en la Oficina del Secretario del Tribunal Superior del Condado de Stanislaus llamando al (209) 530-3100.

NO SE COMUNIQUE POR TELÉFONO CON EL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados del Colectivo:

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N Brand Blvd. Suite 285

Glendale, California 91203

Teléfono: (323) 410-5050

Administrador del Acuerdo:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Teléfono: (888) 250-6810

Fax: (888) 845-6185

Correo electrónico: info@ilymgroup.com

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si usted pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que solicite un reemplazo antes de la fecha de vencimiento indicada en el anverso del cheque original. Si su cheque ya se encuentra vencido, deberá consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, usted debe notificar de inmediato al Administrador si se muda o si cambia de cualquier otra forma su dirección postal.

EXHIBIT “B”

INVOICE

ILYM Group, Inc.
2832 Walnut Ave Suite C
Tustin, CA 92780

cassandra@ilymgroup.com
+1 (888) 250-6810

ILYM | GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

Bill to
Leon Tapia v. Gemperle Egg Packing Co. Inc
Case No: CV-25-001398

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Case Startup		1	\$650.00	\$650.00
2.		Project Management		1	\$2,120.00	\$2,120.00
3.		Notification & Mailing		1	\$1,236.50	\$1,236.50
4.		Distribution (Includes EIN, Bank Acct * /QSF Setup)		1	\$3,048.50	\$3,048.50
5.		Case Conclusion		1	\$895.00	\$895.00

Total \$7,950.00

Ways to pay



Note to customer
Thank you for your business and have a great day!

View and pay

Case Name: Leon v. Gemperle Egg Packing Co. Inc.
Tuesday, July 8, 2025

Requesting Attorney:
Lilit Tunyan, Esq.
Tunyan Law APC
ltunyan@tunyanlaw.com
323.410.5050

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	410
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
Post Judgment to ILYM Group's Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$2,120.00
Notification & Mailing:	\$1,236.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,048.50
Case Conclusion:	\$895.00

Not To Exceed ILYM Fees & Expenses: \$7,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Leon v. Gemperle Egg Packing Co. Inc.

Tuesday, July 8, 2025

Requesting Attorney's Name: Lilit Tunyan, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
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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

**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.*

Subtotal \$650.00

PROJECT MANAGEMENT				
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
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$125.00	1	\$125.00
Toll Free Customer Service Representative	Flat Fee	\$175.00	1	\$175.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,120.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	410	\$615.00
USPS First Class Postage	Per Piece	\$0.80	410	\$328.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	62	\$123.00
Storage, Photocopies, Deliveries	Flat Fee	\$170.50	1	\$170.50

Subtotal \$1,236.50

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Leon v. Gemperle Egg Packing Co. Inc.

Tuesday, July 8, 2025

Requesting Attorney's Name: Lilit Tunyan, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	410	\$410.00
USPS First Class Postage	Per Piece	\$0.70	410	\$287.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	41	\$61.50
Preparation of Taxes	Hourly	\$120.00	2	\$240.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,048.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	1	\$120.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$895.00

Not To Exceed ILYM Fees & Expenses: \$7,950.00

ILYM Group's 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 permissible 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.

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **DECLARATION OF CASSANDRA POLITES ON BEHALF OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

**Attorneys for Defendants GEMPERLE EGG PACKING CO. INC. and GEMPERLE BROS.
DBA GEMPERLE FAMILY FARMS**

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via electronic mail. I did not receive an error message.

Executed on March 31, 2026, at Glendale, California.

Signature