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7 **ZAKAY LAW GROUP, APLC**

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25 Attorneys for Defendant Hawaiian Airlines, Inc.

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

27 **COUNTY OF LOS ANGELES**

28 YVETTE MOLINA, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

PLAINTIFF,

vs.

HAWAIIAN AIRLINES, INC., a
Corporation; and DOES 1 through 50,
Inclusive;

DEFENDANTS.

Case No. 20STCV28079

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

Date: November 16, 2022

Time: 9:00 a.m.

Judge: Hon. Maren E. Nelson

Dept.: 17

1 I, Lluvia Islas, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Molina v.*
6 *Hawaiian Airlines, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 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 *Notice of Pendency of Class Action Settlement and Final Hearing Date* (referred to as “Notice
18 Packet”); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class
19 Members’ disputes over the number of workweeks Defendants have record of them working
20 during the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating
21 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
22 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
23 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
24 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
25 agree to and/or the Court orders ILYM Group to perform.

26 4. On July 12, 2022, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On July 22, 2022, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable Workweeks worked for each Settlement Class Member. The data
4 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
5 Class List contained 334 individuals.

6 6. As part of the preparation for mailing, all 334 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On August 5, 2022, the Notice Packet was mailed, via U.S First Class Mail, to all
15 334 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 10 Notice Packets have been returned to our office
18 as undeliverable. Of the 10 returned Notice Packets, 1 was returned with a forwarding address and
19 promptly re-mailed to the forwarding address provided. ILYM Group performed a computerized
20 skip trace on the 9 returned Notice Packets that did not have a forwarding address, in an effort to
21 obtain an updated address for purpose of re-mailing the Notice Packet. As a result of this skip
22 trace, 5 updated addresses were obtained and the Notice Packet was promptly re-mailed to those
23 Settlement Class Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 6 Notice Packets have been re-mailed.
25 Specifically, 1 was re-mailed as a result of a forwarding address provided by the USPS, 5 have
26 been re-mailed as a result of ILYM Group’s skip tracing efforts.

27 10. As of the date of this declaration, a total of 4 Notice Packets have been deemed
28 undeliverable. Specifically, 4 have been deemed undeliverable as no updated address was found

1 notwithstanding the skip tracing.

2 11. As of the date of this declaration, ILYM Group has not received any requests for
3 exclusion. The deadline to request exclusion from the Settlement was September 19, 2022.

4 12. As of the date of this declaration, ILYM Group has not received any objections to
5 the Settlement. The deadline to file an objection to the Settlement was September 19, 2022.

6 13. As of the date of this declaration, ILYM Group will report a total of 334
7 Participating Claimants, representing 100% of the 334 Settlement Class Members.

8 14. Participating Claimants will receive a proportional share of the Net Settlement Fund
9 through individual settlement payments, based on the number of class weeks worked by Class
10 Members during the Class Period. The Net Settlement Fund is the amount remaining after
11 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
12 and Litigation Costs, the Class Representative Enhancement Award, Claims Administration Fees
13 to ILYM Group, and the PAGA allocation, e.g.,

14	Gross Settlement Fund	\$750,000.00
15	Class Counsel Fees	\$250,000.00
16	Class Counsel Litigation Costs	\$25,000.00
17	Enhancement Award	\$10,000.00
18	Administration Fees	\$9,780.50
19	PAGA Settlement Payment (LWDA)	\$30,000.00
20	PAGA Settlement Payment (Aggrieved Employees)	\$10,000.00
21	Net Settlement Fund (estimated)	\$415,219.50

22 To determine a Participating Claimant's individual settlement award payment, the distribution shall
23 be divided among all Class Members on a pro rata basis, based on the ratio of the Workweeks
24 worked by each Class Member during the Class Period, to the total number of Workweeks worked
25 by all Class Members during the Class Period. Based on these calculations, the Participating
26 Claimants will receive an estimated average gross payment of \$1,243.17, with the estimated highest
27 gross payment being \$4,010.31 and the lowest estimated gross payment being \$65.39. Participating
28

1 Aggrieved Employees will receive an estimated average gross payment of \$41.84, with the highest
2 gross payment \$113.32 and the lowest estimated gross payment being \$1.27.

3 15. ILYM Group's total fees and costs for services in connection with the administration
4 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
5 costs for completion of the settlement administration, are \$9,780.50. Attached hereto, as **Exhibit**
6 **B**, is a true and correct copy of ILYM Group's quote. ILYM Group's work in connection with this
7 matter will continue with the calculation of the settlement award payments, issuance and mailing
8 of the settlement award checks, the necessary tax filing and reporting on such payments, and any
9 other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

10 I declare under penalty of perjury under the laws of the State of California and the United
11 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
12 was executed this 11th day of October 2022, at Tustin, California.

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16 LUVIA ISLAS
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EXHIBIT “A”

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Molina, et al., v. Hawaiian Airlines, Inc., Case No. 20STCV28079)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Total_Payment». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. You may also object by appearing at the final approval hearing at 09:00 AM on November 16, 2022, at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012 in Department 17 before Judge Maren Nelson. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Los Angeles (the “Court”) has been reached between Plaintiff Yvette Molina (“Plaintiff”) and Defendant Hawaiian Airlines, Inc. (“Defendant”) (the “Action”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt Clerical, Office, Stores, Fleet and Passenger Service employees under the collective bargaining agreement between Defendant and the International Association of Machinists and Aerospace Workers (AFL-CIO) (“IAMC”), who are or previously were employed by Defendant in California during the period of April 6, 2016 through and including August 31, 2021.

The “Class Period” is the period of time running from April 6, 2016 to August 31, 2021.

This Class Notice explains the Action, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On July 23, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims against Defendant for: (a) Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq.*; (b) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (c) Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq.*; (d) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (e) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (f) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (g) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802; (h) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203. On November 3, 2020, Plaintiff filed a First Amended Complaint against Defendant adding an additional cause of action for violations of the Labor Code Private Attorneys General Act [Labor Code §§ 2698, *et seq.*] (“PAGA”).

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due to them at the time of their terminations; that Defendant reimbursed members of the class for all required business expenses; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On June 3, 2021, the Parties participated in an all-day mediation with Mark Rudy, Esq., a mediator of wage and hour class actions. The mediation concluded in an impasse. However, at the conclusion of the mediation, each side, represented by its respective counsel, agreed to settle the Action based on a mediator’s proposal. The Court granted preliminary approval of the Settlement on July 12, 2022. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Zakay Law Group, APC and JCL Law Firm, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount is for payment of all claims, including the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Costs, the PAGA Settlement Payment to the LWDA and to Aggrieved Employees, and the Class Representative Service Award payment to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Settlement Class Members, as follows:

- **Settlement Administration Costs.** Payment to the Settlement Administrator, estimated not to exceed \$10,000.00, for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$250,000) and a Class Counsel Litigation Expenses Payment of not more than \$25,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$40,000 relating to Plaintiff's claim under PAGA, \$30,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$10,000 will be distributed to PAGA Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Award payment, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to Class Members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share to each Settlement Class Member will be calculated by calculating the number of days each Class Member worked during the Class Period, dividing by seven (7), and rounding up to the nearest whole number. For purpose of determining the Individual Settlement Payments and the Settlement Allocation, each Class Member who is a former employee no longer working for Defendant will be assigned two (2) additional workweeks. "Workweeks" means the number of weeks of employment during the Class Period that each Class Member worked in California, according to Defendant's records.
- Calculation of PAGA Settlement Payments to PAGA Aggrieved Employees. The individual shares of the PAGA Settlement Payment distributed to Aggrieved Employees ("Aggrieved Employee Payment") shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Settlement Administrator will calculate the number of PAGA Workweeks by calculating the number of days each Aggrieved Employee worked during the PAGA Period, dividing by seven (7), and rounding up to the nearest whole number. "Aggrieved Employees" means all of Defendant's current and former non-exempt Clerical, Office, Stores, Fleet and Passenger Service Employees under the collective bargaining agreement between Defendant and the IAMC, who were employed in California during the period of April 6, 2019 through and including August 31, 2021.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Twenty-Percent (20%) of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty-Percent (80%) of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the individual shares of the PAGA Settlement Payments paid to PAGA Aggrieved Employees, and each PAGA Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as all class action claims arising out of or reasonably related to the factual allegations plead in the operative First Amended Complaint in the Action which occurred during the Class Period. The Released Class Claims include but are not limited to all claims arising out of or reasonably related to unpaid minimum wage and overtime resulting from off-the-clock work during the Class Period. The Settlement Class Members will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Class Claims including, but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief. Released Class Claims do not include any claims an individual Class Member may have against another individual Class Member that do not arise out of or are unrelated to the factual allegations pled in the operative First Amended Complaint. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" are defined as any and all claims for civil penalties, fees and costs arising under PAGA expressly alleged in the operative First Amended Complaint in the Action and Plaintiff's notice letter to the LWDA which occurred during the PAGA Period. By receiving payment from this Settlement, you will be bound by the Released Class Claims and cannot be part of another lawsuit against Defendant about the legal issues resolved by this Settlement, unless you timely exclude yourself from the Settlement (see Section 7).

5. How much will my payment be?

Defendant's records reflect that you have «Class_Weeks_Days__7__4616_to_83» work-weeks worked during the Class Period (April 6, 2016 to August 31, 2021).

Based on this information, your estimated Settlement Share is \$«Class_Payment».

Defendant's records reflect that you have «PAGA_Weeks_Days__7__4619_to_831» work-weeks worked during the PAGA Period (April 6, 2019 to August 31, 2021). Based on this information, your estimated share of the PAGA Settlement Payment is \$«PAGA_Payment».

Class Members will have until the Response Deadline to submit settlement payment disputes. **If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than September 19, 2022.**

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185.

The Court will hold a hearing on November 16, 2022 to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.ilymgroup.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Settlement Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than September 19, 2022. The address for the Settlement Administrator is P.O. Box 2031 Tustin, CA 92781. The request for exclusion should state that you wish to exclude yourself from the settlement. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class. Written requests for exclusion will be valid if the Settlement Administrator can ascertain your identity and that you wish to exclude yourself from the Settlement.

Written requests for exclusion that are postmarked after September 19, 2022, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, the last four digits of your Social Security Number, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Molina, et al., v. Hawaiian Airlines, Inc., Case No. 20STCV28079*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than September 19, 2022. The address for the Settlement Administrator is ILYM Group Inc., P.O. Box 2031 Tustin, CA 92781.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-8291
Email: jlapuyade@jcl-lawfirm.com
Website: www.jcl-lawfirm.com

Counsel for Defendant:

Camilo Echavarria, Esq.
Evelyn Wang, Esq.
Paul Rodriguez, Esq.
Davis Wright Tremaine LLP
865 South Figueroa Street, 24th Flr.
Los Angeles, CA 90017-2566
Tel: (213) 633-6800
Fax: (213) 633-6899
Email: camiloechavarria@dwt.com
evelynwang@dwt.com
paulrodriguez@dwt.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 09:00 AM on November 16, 2022, at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012 in Department 17 before Judge Maren Nelson. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. You can attend the Final Approval hearing by audio or video via LACourtConnect (<https://www.lacourt.org/lacc/>).

Under the General Order, 2020-GEN-25-00, public access to courthouses is limited at all times to judicial officers, court employees, co-lessees, Judicial Council staff, vendors, jurors, mediators, authorized persons (including news media representatives and news reporters), attorneys, litigants and witnesses with matters on calendar, and individuals with confirmed appointments. Members of the public, not otherwise referenced above, who wish to attend a court proceeding may do so upon advance request and at the discretion of the judicial officer presiding over the matter. Instructions on how to make such a request are available on the Court's website at the [Here for You | Safe for You](#) page.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to *Molina, et al., v. Hawaiian Airlines, Inc.*, Case No. 20STCV28079, Settlement Administrator, c/o ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Zakay Law Group, APLC, 3990 Old Town Ave., Suite C204, San Diego, CA 92110.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Children Advocacy Institute in accordance with Code of Civil Procedure Section 384 in the name of the Settlement Class Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Molina v. Hawaiian Airlines

Monday, August 9, 2021

Requesting Attorney:

Requesting Attorney's E-mail:

ILYM Contact

E-Mail

Contact Number

Claude Lapuyade

clapuyade@jcl-lawfirm.com

Sean Hartranft

Sean@ilymgroupclassaction.com

949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

Opt-Out

ASSUMPTIONS	
Total Estimated Number of Class Members	335
Estimated Percentage of Undeliverable Mail	20%
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Years)	1

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	5	\$600.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	3	\$210.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	4	\$280.00
NCOA	Per Piece	\$75.00	1	\$75.00
Toll-Free Phone Support	Flat Fee	\$150.00	1	\$150.00
ILYM Group Static Website, Including Postage	Flat Fee	\$750.00	1	\$750.00
Status Reports	Flat Fee	\$750.00	1	Waived

Subtotal \$2,135.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notices	Per Piece	\$2.00	335	\$670.00
USPS First Class Postage	Per Piece	\$0.55	335	\$184.25
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.50	67	\$167.50
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$1,321.75

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (including W2 and/or 1099)**	Per Check	\$1.50	335	\$502.50
Check Mailing Postage	Per Piece	\$0.55	335	\$184.25
Reminder Mailing, Includes Postage	Per Piece	\$2.00	34	\$67.00
Preparation of Taxes	Hourly	\$120.00	13	\$1,560.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

***Additional Bank fees may apply*

Subtotal \$4,638.75

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	3	\$300.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$1,035.00

Total Case Estimate: \$9,780.50

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. **Attached here to is Exhibit D:** ILYM hereby incorporates the attached Exhibit D into the terms and conditions herein and Exhibit D shall be a part of this agreement. 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.