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Attorneys for Plaintiff Michael Bravo and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

MICHAEL BRAVO, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

MICHELS PACIFIC ENERGY, INC., a
Delaware corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 22CV403427

Honorable Theodore C. Zayner
Department 19

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: September 25, 2024
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: September 26, 2022
FAC Filed: November 28, 2022
Trial Date: Not Set

1 I, Nick Castro, declare as follows:

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

9 2. ILYM Group has extensive experience in administering class action settlements,
10 including direct mail services, database management, claims processing, and settlement fund
11 distribution services for class actions ranging in size from 26 to 4.5 million settlement class
12 members.

13 3. ILYM Group was engaged by the Parties’ counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to
16 Joint Stipulation of Class Action and PAGA Settlement (together, “Settlement”), in the above
17 referenced Action. Duties performed to-date and to be performed after final approval of the
18 Settlement is granted, include: (a) printing and mailing the *Notice of Class Action Settlement*
19 (“Class Notice”); (b) receiving and processing Requests for Exclusion, Notices of Objection, and
20 Workweeks Disputes; (c) calculating individual settlement award amounts; (d) processing and
21 mailing settlement award checks; (e) handling tax withholdings as required by the Settlement and
22 the law; (f) preparing, issuing, and filing tax returns and other applicable tax forms; (g) handling
23 the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (h) performing
24 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

25 4. On May 6, 2024, ILYM Group received the Court approved text for the Class
26 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
27 was approved by the Parties’ counsel.

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1 5. On May 13, 2024, ILYM Group received the Class List from Defendant's Counsel,
2 which contained each Class Member's full name, Social Security number, last known mailing
3 address, and dates employed by Defendant during the Class Period and PAGA Period (if
4 applicable). The Class List was uploaded to our database and checked for duplicates and other
5 possible discrepancies. The Class List contained 300 individuals identified as Class Members who
6 were employed by Defendant for a total of 13,396 Workweeks during the Class Period, of which
7 the Class Members were employed for 11,544 Workweeks during the period from September 26,
8 2018 through May 31, 2023. Accordingly, the Escalator Clause in Paragraph 13 of the Settlement
9 was not triggered. Additionally, out of the 300 individuals identified as Class Members, 254 were
10 identified as PAGA Employees who were employed by Defendant for a total of 10,316 PAGA
11 Workweeks during the PAGA Period.

12 6. As part of the preparation for mailing, all 300 names and addresses contained in the
13 Class List were then processed against the National Change of Address ("NCOA") database,
14 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
15 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
16 contains requested change of addresses filed with the USPS. To the extent that an updated address
17 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
18 To the extent that no updated address was found in the NCOA database, the original address
19 provided by Defendant's Counsel was used for the mailing of the Class Notice.

20 7. On May 30, 2024, the Class Notice was mailed, via U.S First Class Mail, to all 300
21 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy
22 of the mailed Class Notice.

23 8. As of the date of this declaration, 8 Class Notices have been returned to our office
24 as undeliverable. ILYM Group performed a computerized skip trace on the 8 returned Class Notices
25 that did not have a forwarding address in an effort to obtain an updated address for the purpose of
26 re-mailing the Class Notice. As a result of this skip trace, 4 updated addresses were obtained and
27 the Class Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. As of
28 the date of this declaration, a total of 4 Class Notices have been re-mailed. Specifically, 4 have

1 been re-mailed as a result of ILYM Group's skip tracing efforts. As of the date of this declaration,
2 a total of 4 Class Notices have been deemed undeliverable. Specifically, 4 have been deemed
3 undeliverable as no updated address was found notwithstanding the skip tracing.

4 9. As of the date of this declaration, ILYM Group has not received any Requests for
5 Exclusion. The deadline to submit a Request for Exclusion was July 29, 2024.

6 10. As of the date of this declaration, ILYM Group has not received any Notices of
7 Objection. The deadline to submit a Notice of Objection was July 29, 2024.

8 11. As of the date of this declaration, ILYM Group has not received any Workweeks
9 Disputes. The deadline to submit a Workweeks Dispute was July 29, 2024.

10 12. As of the date of this declaration, there are 300 Settlement Class Members,
11 constituting 100% of the Class.

12 13. Settlement Class Members will receive a proportional share of the Net Settlement
13 Amount through individual settlement payments, calculated by a pro-rata formula, based on the
14 number of Workweeks Class Members were employed by Defendant during the Class Period. The
15 Net Settlement Amount is the amount remaining after deduction of the Court-approved payments
16 from the Gross Settlement Amount for Attorneys' Fees and Costs, Enhancement Payment,
17 Settlement Administration Costs, and PAGA Amount.

18	Gross Settlement Amount	\$1,750,000.00
19	Class Counsel Fees	\$583,333.33
20	Class Counsel Expenses	\$13,000.00
21	Enhancement Payment	\$7,500.00
22	Settlement Administration Costs	\$8,500.00
23	PAGA Amount	\$200,000.00
Net Settlement Amount		\$937,666.67

24 The estimated average gross Individual Settlement Share is \$3,125.56, the estimated highest gross
25 Individual Settlement Share is \$14,279.19, and the estimated lowest gross Individual Settlement
26 Share is \$70.00. These amounts are subject to employee-side tax and withholdings.

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14. PAGA Employees will receive a proportional share of the PAGA Employee Amount (i.e., 25% of the PAGA Amount) through individual settlement payments, calculated by a pro-rata formula, based on the number of PAGA Workweeks PAGA Employees were employed by Defendant during the PAGA Period. The estimated average Individual PAGA Payment is \$196.85, the estimated highest Individual PAGA Payment is \$523.46, and the estimated lowest Individual PAGA Payment is \$4.85.

15. ILYM Group's total fees and costs for services in connection with the administration of the Settlement, which includes fees and costs incurred to date, as well as anticipated fees and costs for completion of the settlement administration, are \$8,500.00. 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. A copy of ILYM Group's quote is attached hereto as **Exhibit B**.

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 27th day of August 2024, at Tustin, California.

Nick Castro
NICK CASTRO

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Michael Bravo v. Michels Pacific Energy, Inc.
Superior Court of California for the County of Santa Clara, Case No. 22CV403427

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Michael Bravo ("Plaintiff") and Defendant Michels Pacific Energy, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on September 25, 2024, at 1:30 p.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid and/or non-exempt non-union employees and union employees covered under the National Pipe Line Agreements employed by Defendant in the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from September 26, 2018 through October 11, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"National Pipe Line Agreements" means the Collective Bargaining Agreements ("CBAs") that cover Defendant's employees who are members of the International Union of Operating Engineers ("IUOE"), the International Brotherhood of Teamsters ("IBT"), and the Laborers' International Union of North America ("LIUNA").

"PAGA Employees" means all current and former hourly-paid and/or non-exempt non-union and union employees covered under the National Pipe Line Agreements employed by Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from September 22, 2021 through October 11, 2023.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 22, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On September 26, 2022, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Santa Clara County Superior Court, Case No. 22CV403427. On November 28, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest

breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On April 29, 2024, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Michael Bravo as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million, Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) (the "Gross Settlement Amount"), subject to possible increase if it is determined that the number of workweeks exceeds a predetermined threshold. The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 1/3 of the Gross Settlement Amount (i.e., \$583,333.00 if the Gross Settlement Amount is \$1,750,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirteen Thousand Dollars (\$13,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) the amount of Two Hundred Thousand Dollars (\$200,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (i.e., \$150,000.00) ("LWDA Payment") and the remaining 25% (\$50,000.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Five Hundred Dollars (\$8,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid and/or non-exempt non-union or union employee covered under the National Pipe Line Agreements in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Employee was employed by Defendant as an hourly-paid and/or non-exempt non-union or union employee covered under the National Pipe Line Agreements in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From September 26, 2018 through October 11, 2023 (i.e., the Class Period), you were employed by Defendant for «Class_Work_Weeks_» Workweeks.**
- **From September 22, 2021 through October 11, 2023 (i.e., the PAGA Period), you were employed by Defendant for «PAGA_Work_Weeks_» PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Michael Bravo v. Michels Pacific Energy, Inc.*, Case No. 22CV403427); (b) contain the your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (f) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before** July 29, 2024.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«Estimated_Individual_Settlement_Share». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«Estimated_Individual_PAGA_Payment» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 16-2001.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$583,333.33 if the Gross Settlement Amount is \$1,750,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirteen Thousand Dollars (\$13,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to

approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) ("Enhancement Payment), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Five Hundred Dollars (\$8,500.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

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

A Request for Exclusion must: (a) contain the case name and number of the Action (*Michael Bravo v. Michels Pacific Energy, Inc.*, Case No. 22CV403427); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before July 29, 2024**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class

Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Michael Bravo v. Michels Pacific Energy, Inc.*, Case No. 22CV403427); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before July 29, 2024**.

You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 19 of the Santa Clara County Superior Court, located at 161 North First Street, San Jose, California 95113, on September 25, 2024, at 1:30 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Class Members may appear at the Final Approval Hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimize.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action (a) online on the Superior Court of California, County of Santa Clara’s Website at <https://www.sccscourt.org/>, or (b) in person at Records, Superior Court of California, County of Santa Clara, 161 North First Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

You may also visit the Settlement Administrator’s website at www.ilymgroup.com for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Bravo v. Michels Pacific Energy: Settlement

Monday, September 11, 2023

Requesting Attorneys Name:

Alexandra Rose

Firm:

Blackstone Law

ILYM Contact:

Michael Sutherland

E-Mail:

msutherland@ilymgroup.com

Contact Number:

321.223.5067

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	330
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	3	\$450.00
Programming of Class Database	Hourly	\$175.00	3	\$525.00

**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 \$975.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Staff Hours for Processing Opt-Outs, Dispute(s) & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$25.00	1	\$25.00
Posting Documents Online	Flat Rate	\$500.00	1	\$500.00
Toll Free Customer Service Representative	Flat Rate	\$150.00	1	\$150.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,675.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English	Per Piece	\$1.50	330	\$495.00
USPS First Class Postage	Per Piece	\$0.60	330	\$198.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$3.00	66	\$198.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$1,191.00

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 (W-2/1099)	Per Check	\$2.00	330	\$660.00
USPS First Class Postage	Per Piece	\$0.59	330	\$194.70
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.50	33	\$82.50
Preparation of Taxes	Hourly	\$120.00	8	\$960.00
Annual Filing of Tax Return	Per Year	\$1,250.00	1	\$1,250.00

**Additional Bank fees may apply*

Subtotal \$3,972.20

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	3	\$300.00
Escheat Management-Unclaimed Property Fund-386	Flat Fee	\$200.00	1	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$990.00

TOTAL CASE ESTIMATE: \$8,803.20

DISCOUNTED CAPPED FEE: \$8,495.00