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Attorneys for Plaintiff PAUL F. MAISNIER,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

PAUL F. MAISNIER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

NATIONAL VISION, INC. dba AMERICA'S
BEST CONTACTS AND EYEGLASSES; and
DOES 1-50, inclusive,

Defendant

Case No. 24CV018644

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

Date: July 25, 2025
Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept.: 23

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am 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 Settlement Administrator for the above captioned *Maisnier*
6 *v. National Vision, 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 settlement administration, pursuant to
15 the 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 California Class, Representative, and Collective Action Settlement*, and *Notice of FLSA*
18 *Settlement* (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion;
19 (c) resolving Settlement Class Members’ disputes over the number of workweeks Defendant has
20 record of them working during the Class Period, which was pre-printed on their individualized
21 Notice Packet; (d) calculating individual settlement award amounts; (e) processing and mailing
22 settlement award checks; (f) handling tax withholdings as required by the Settlement and the law;
23 (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
24 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
25 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On March 21, 2025, 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 April 4, 2025, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, personnel number, social security number, last known
3 mailing address, class workweek counts and PAGA workweek counts for each Settlement Class
4 Member. The data file was uploaded to our database and checked for duplicates and other possible
5 discrepancies. The Class List contained 3,736 individuals.

6 6. As part of the preparation for mailing, all 3,736 names and addresses contained in
7 the 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 April 18, 2025, the Notice Packet was mailed, via U.S First Class Mail, to all
15 3,736 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, 269 Notice Packets have been returned to our
18 office as undeliverable. ILYM Group performed a computerized skip trace on the 269 returned
19 Notice Packets that did not have a forwarding address, in an effort to obtain an updated address
20 for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 188 updated
21 addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement Class
22 Members, via U.S First Class Mail. In addition, 1 Settlement Class Member has contacted us
23 requesting that a new Notice Packet be re-mailed to them.

24 9. As of the date of this declaration, a total of 189 Notice Packets have been re-mailed.
25 Specifically, 188 were re-mailed as a result of ILYM Group’s skip tracing efforts and 1 was re-
26 mailed as a result of a re-mail request by a Settlement Class Member.

27 10. As of the date of this declaration, a total of 81 Notice Packets were deemed
28 undeliverable as no updated address was found, notwithstanding the skip tracing.

1 11. As of the date of this declaration, ILYM Group has received 3 requests for
2 exclusion. The deadline to request exclusion from the Settlement was June 2, 2025.

3 12. As of the date of this declaration, ILYM Group has not received any objections to
4 the Settlement. The deadline to submit an objection to the Settlement was June 2, 2025.

5 13. As of the date of this declaration, ILYM Group will report a total of 3,733
6 Participating Class Members, representing 99.92% of the 3,736 Settlement Class Members.

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

13	Gross Settlement Fund	\$ 4,450,000.00
14	Class Counsel Fees	\$ 1,483,000.00
15	Class Counsel Litigation Costs	\$ 13,914.84
16	Enhancement Award – Paul Maisnier	\$ 25,000.00
17	Administration Fees	\$ 27,950.00
18	LWDA	\$ 162,500.00
19	Aggrieved Employees	\$ 87,500.00
20	FLSA Employees	\$ 50,000.00
21	Net Settlement Fund (estimated)	\$ 2,600,135.16
22	Opt-Outs Gross Settlement Amount	\$ 4,812.36 <i>*Reverts to Defendant</i>
23	Net Settlement Fund Available to	\$ 2,595,322.80
24	the Settlement Class	

25 To determine a Participating Class Member's individual settlement award payment, the Net
26 Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class
27 Members during the Class Period, multiplied by the number of workweeks worked by that
28 Participating Class Member. Based on these calculations, the Participating Class Members will
receive an estimated average gross payment of \$694.68, with the estimated highest gross payment

1 being \$2,580.96, and the estimated lowest gross payment being \$11.95. Based on these
2 calculations, the 3,545 FLSA Collective Members will receive an estimated average gross payment
3 of \$14.10, with the estimated highest gross payment being \$49.33. Aggrieved Employees will
4 receive an estimated average gross payment of \$30.00, with the estimated highest gross payment
5 being \$86.19, and the estimated lowest gross payment being \$0.61.

6 15. ILYM Group's total fees and costs for services in connection with the administration
7 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
8 costs for completion of the settlement administration, are \$27,950.00. ILYM Group's work in
9 connection with this matter will continue with the calculation of the settlement award payments,
10 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
11 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
12 Group to perform.

13 I declare under penalty of perjury under the laws of the State of California and the United
14 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
15 was executed this 26th day of June 2025, at Tustin, California.

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19 NATHALIE HERNANDEZ
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EXHIBIT “A”

NOTICE OF CALIFORNIA CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION SETTLEMENT

Paul F. Maisnier v. National Vision, Inc.

Superior Court of the State of California for the County of Sacramento
Case No. 24CV018644

If you were employed by National Vision, Inc. as a non-exempt hourly employee who performed work in the State of California at any time during the Class Period of May 1, 2020 through June 17, 2024, you could be a Class Member and receive a payment from a proposed class action settlement. (Hereinafter, “Class Members”).

You are not being sued. Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court for the County of Sacramento (the “**Court**”) has preliminarily approved a class, collective and representative action lawsuit, upon the terms set forth in the Joint Stipulation of Class, Collective, and PAGA Settlement And Release (“**Settlement**” or “**Settlement Agreement**”), that may affect your legal rights. The proposed Settlement resolves as lawsuit pending in the Court entitled *Paul F. Maisnier v. National Vision, Inc.*, Case No. 24CV018644 (“**Action**” or “**Lawsuit**”), filed by Paul F. Maisnier (“**Plaintiff**”) against National Vision, Inc. (“**NVI**”).

You are receiving this Notice because you have been identified by NVI as a Class Member, defined as follows:

All current and former non-exempt hourly employees of National Vision, Inc. who performed work in the State of California at any time during the Class Period of May 1, 2020 through June 17, 2024.

- This Lawsuit is based on various allegations, including but not limited to, Plaintiff’s claims that NVI: (i) failed to pay all overtime wages; (ii) failed to provide required meal and rest periods or premium payments in lieu thereof; (iii) failed to provide accurate wage statements; (iv) failed to timely pay Class Members wages during employment, upon termination, and associated waiting time penalties; (v) failed to provide paid sick leave to Class Members; (vi) failed to reimburse necessary business expenses, (vii) made unlawful wage deductions, (viii) violated California’s unfair competition law; (ix) violated the Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698 *et seq.*); and (x) violated the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, (“FLSA”) by allegedly failing to pay all minimum or overtime wages. Depending on your dates of employment, you may qualify for recovery under those claims as part of this Settlement to the extent the Court grants final approval of this Settlement.
- The Settlement provides cash payments to Class Members who worked in California, based on their number of workweeks of employment by NVI from May 1, 2020 through June 17, 2024 (the “**Class Period**”). NVI’s records reflect you worked <<**Class Workweeks**>> workweeks during the Class Period. Based on this information, if the Court grants final approval of the Settlement, your Individual Settlement Payment is estimated to be \$<<**Est.IndClassAmt**>> (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as whether there are any workweek adjustments for Class Members.
- To the extent the Court grants final approval of the Settlement, the Settlement also provides for additional cash payments to individuals who worked for NVI as non-exempt employees in California at any time from September 25, 2021, June 17, 2024 (the “**PAGA Group Members**” during the “**PAGA Period**”), based on the number of weeks each PAGA Group Member worked during the PAGA Period.
 - [IF APPLICABLE] You have been identified as a PAGA Group Member and NVI’s records reflect you worked <<**PAGA Workweeks**>> workweeks during the PAGA Period. Based on this information, if the Court grants final approval of the Settlement, your PAGA Settlement Payment is estimated to be \$<<**Est.PAGAAmt**>>.
- Finally, to the extent the Court grants final approval of the Settlement, the Settlement also provides additional cash payments to all those who worked for NVI as non-exempt employees in California at any time from September 20, 2020, through the June 17, 2024 (the “**Settlement Collective Members**” during the “**FLSA Period**”), based on the number of weeks each Settlement Collective Member worked during the FLSA Period. *If you have also been identified as a Settlement Collective Member, you will separately receive an additional notice detailing your legal rights and options with respect to the FLSA claims in this Lawsuit.*

- NVI denies Plaintiff’s contentions and maintains it has fully complied with the law. By entering into this settlement, NVI in no way admits any violation of law or any liability whatsoever to Plaintiff, Class Members, or Settlement Collective Members, individually or collectively, and expressly denies all such liability.
- Plaintiff and NVI have reached this settlement in light of all known facts and circumstances—including the risks of significant delay and uncertainty associated with litigation, various defenses asserted by NVI, and numerous potential appellate issues—with the assistance of an experienced mediator knowledgeable of both the wage and hour laws and class, collective, and representative claims at issue.

THIS NOTICE IS NOT TO BE UNDERSTOOD OR VIEWED AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS ASSERTED BY PLAINTIFF OR DEFENSES ASSERTED BY NVI.

<u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Settlement Payment related to the Released Class Claims if the Court grants final approval of the Settlement. In such case, you will be bound by the Released Class Claims in the Settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Released Class Claims in the Settlement by submitting a Request for Exclusion form as explained below. If you opt out, you cannot object to the Settlement, you will not receive an Individual Settlement Payment related to the Released Class Claims, and you shall not be bound by the Released Class Claims in the Settlement. However, regardless if you choose to opt out, to the extent the Court grants final approval of the settlement and you worked within the PAGA Period and/or FLSA Period identified above, you will still be sent a Settlement Check associated with those claims, as more fully described below.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Settlement Payment and you will be bound by the Released Class Claims. However, you can only file an objection if you do not opt out of the Settlement.

The Court’s final approval hearing is scheduled to take place on **July 25, 2025 at 9:00 a.m.** in Dept. 23 of the Sacramento Superior Court, located at 720 9th Street, Sacramento, CA 95814. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. Why Did I Receive This Notice And What Is This Lawsuit About?

You received this Notice because NVI’s records show that you are a Class Member included in this Lawsuit by virtue of your employment with NVI. On March 21, 2025, the Settlement was preliminarily approved by the Court in this Lawsuit. The Court in this Lawsuit ordered that this Class Notice be mailed to you and all other Class Members to notify you of the terms of the proposed Settlement so that you may make appropriate decisions, and to notify you of your rights to share in the proposed Settlement in this Lawsuit. This Class Notice does not express any opinion by the Court regarding the merits of any claims or defenses asserted by any party in the Lawsuit.

The terms of the Settlement are set forth in detail in the Settlement Agreement. You may obtain a copy of the Settlement Agreement from the neutral third-party appointed by the Court to administer the settlement (the “**Settlement Administrator**”). Details about how to get additional information about the Settlement Agreement are provided at the end of this Class Notice.

The Lawsuit is brought by Plaintiff, individually and on behalf of other individuals, alleging, among other things, that that NVI: (i) failed to pay all overtime wages; (ii) failed to provide required meal and rest periods or premium payments in lieu thereof; (iii) failed to provide accurate wage statements; (iv) failed to timely pay Class Members wages during employment, upon termination, and associated waiting time penalties; (v) failed to provide paid sick leave to Class Members; (vi) failed to reimburse necessary business expenses, (vii) made unlawful wage deductions, (viii) violated California’s unfair competition law; (ix) violated PAGA; and (x) violated the FLSA as to Settlement Collective Members by allegedly failing to pay all minimum and overtime wages. Plaintiff is represented by James Hawkins, APLC (“**Class Counsel**”).

NVI denies the allegations and denies that it owes money to Plaintiff, the Collective Members, the PAGA Group Members, or the Class Members for any of the alleged claims. NVI expressly denies any and all charges of wrongdoing or liability

arising out of the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the Lawsuit. NVI contends that it has complied with applicable state, municipal, and federal laws, statutes, ordinances, regulations, common law, and wage orders. NVI has raised numerous defenses to Plaintiff's claims and those defenses could significantly reduce or even eliminate any liability or damages owed to the Class Members.

The parties participated in a mediation with a respected mediator. After significant investigation and research into the facts and circumstances underlying the issues raised in the Lawsuit and with the aid of the mediator, the parties agreed to settle the Lawsuit, which was approved by the Court, upon the terms set forth in the Settlement Agreement. The Court did not decide in favor of Plaintiff or NVI and there was no trial.

The Settlement Agreement represents a compromise of highly disputed claims. NVI, by settling the Lawsuit, does not admit, concede, or imply any fault, wrongdoing, or liability. Plaintiff and NVI, 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 appropriate. Counsel for Plaintiff and the Class Members believe that the proposed Settlement is fair, adequate, and reasonable and in the best interests of the Class Members.

2. What Are the Settlement Terms?

As a part of the Settlement, which includes the California Class Action Settlement, the PAGA Settlement, and the FLSA Settlement, NVI has agreed to pay the amount of \$4,450,000.00 ("**Gross Settlement Amount**").

At the Final Approval Hearing, the Plaintiff, through Class Counsel, will ask the Court to approve the Gross Settlement Amount, including authorizing: (1) all Settlement Payments to Settlement Class Members and to Settlement Collective Members, (2) the amount of up to \$25,000 for Plaintiff's services as the representative of the Settlement Class and FLSA Members ("**Enhancement Payment**"); (3) the amount of up to 33.33% in attorneys' fees (i.e., an amount not to exceed \$1,483,000.00) and the amount of up to \$30,000 in litigation costs and expenses to Class Counsel ("**Attorneys' Fees and Costs**"); (4) reasonable settlement administration costs, up to \$30,000 ("**Settlement Administration Costs**"); and (5) \$250,000 to the California Labor and Workforce Development Agency for the PAGA Fund, 35% of which will be distributed to the PAGA Group Members ("**PAGA Settlement Fund**"). Defendant's share of applicable payroll taxes will be paid by Defendant separately.

The Gross Settlement Amount minus the Enhancement Payment, Attorneys' Fees and Costs, PAGA Settlement Fund, and the Settlement Administration Costs, is referred to as the "**Net Settlement Fund.**" \$50,000 of the Gross Settlement Fund will be allocated to the FLSA Settlement ("**FLSA Settlement Fund**"), with the remainder allocated to the California Class Settlement ("**Class Settlement Fund**"). Payments to the Settlement Collective Members and Settlement Class Members will be allocated based on the number of workweeks each individual worked during the Class Period and/or FLSA Period, on a pro-rata basis. Likewise, all non-exempt employees who worked in California during the PAGA Period ("**PAGA Group Members**") will receive a pro rata portion of the PAGA Settlement Fund based on the number of workweeks each individual worked during the PAGA Period. Partial weeks will be counted as full weeks.

The Class Settlement Fund shall be allocated under the following formula:

1. Distribution of Class Settlement Fund

The amount of the Class Settlement Fund each Settlement Class Member can receive will be determined based upon the number of workweeks worked during the Class Period. The Settlement Administrator will calculate Individual Settlement Payments by (1) dividing the Class Settlement Fund by the total number of workweeks worked by all Settlement Class Members, and then (2) multiplying the result by the number of workweeks worked by each respective Settlement Class Member.

a. Individual Class Payments

Each Class Member who does not timely and properly opt out of the Settlement ("Settlement Class Members") will be entitled to receive a portion of the Class Settlement Amount based on the formula above ("Individual Settlement Payments"). The Settlement Administrator will calculate Individual Settlement Payments for all Settlement Class Members.

25% of each Individual Settlement Payment shall constitute taxable wages ("Wage Portion") and 75% shall constitute interest and penalties ("Non-Wage Portion"). In accordance with applicable tax laws, required tax withholdings will be taken from each Individual Settlement Payment for the portion allocated to W-2 income and remitted to the appropriate taxing authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and W-2s to Settlement Class Members for their respective Individual Settlement Payments. Settlement Class Members shall be solely and legally

responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless NVI from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

b. Undeliverable or Uncashed Checks

Any Settlement Check distributing Individual Settlement Payments returned to the Settlement Administrator as undeliverable shall be sent promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the correct address using a single skip-trace search, and it shall then perform a single re-mailing. The principal for any Individual Settlement Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of their initial mailing will escheat to the State of California's Controller, to be held in the name of each expired check payee.

2. Attorneys' Fees and Costs Award

You do not need to pay individually any portion of Class Counsel's Attorneys' Fees and Costs. Any payments for those Attorneys' Fees and Costs will be deducted from the Gross Settlement Amount. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of up to 33.33% of the Gross Settlement Amount (or \$1,483,000.00) and costs in the amount of up to \$30,000.

The Court's approval of an Attorneys' Fees and Costs Award is not a material term of the settlement. If the Court does not approve or approves only a lesser amount than requested by Class Counsel for an Attorneys' Fees and Costs Award, the other terms of the settlement shall apply. The Court's refusal to approve the Attorneys' Fees and Costs Award requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the Settlement. Any amount of an Attorneys' Fees and Costs Award requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

3. Enhancement Payments

Class Counsel intends to request that the Court approve an Enhancement Award for Plaintiff in the total amount of up to \$25,000. Plaintiff's Enhancement Payment is in addition to Plaintiff's Individual Settlement Payment.

The Court's approval of Plaintiff's Enhancement Payment is not a material term of the settlement. If the Court does not approve or approves only a lesser amount than requested by Class Counsel for Plaintiff's Enhancement Payment, the other terms of the settlement shall apply. The Court's refusal to approve Plaintiff's Enhancement Payment requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the Settlement. Any amount of Plaintiff's Enhancement Payment requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

4. Settlement Administration Costs

Class Counsel intends to request that the Court approve Settlement Administration Costs of up to \$30,000.00, payable to the Settlement Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments or reporting, and calculating and distributing settlement payments. Any amount of Settlement Administration Costs requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

5. PAGA Fund

Class Counsel intends to request that the Court allocate \$250,000 to the PAGA Fund out of the Gross Settlement Amount, and approve an LWDA Payment of \$162,500 (or 65% of the PAGA Fund) to the State of California Labor and Workforce Development Agency ("LWDA"), and the remaining \$87,500 (or 35% of the PAGA Fund) for a payment to the PAGA Group Members ("PAGA Settlement Fund"). Any amount of the PAGA Fund requested by Plaintiff but not approved by the Court shall be allocated to the Net Settlement Amount.

6. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the settlement. The Court may adjust the amounts of certain payments.

3. What Do I Release Under the Settlement?

In exchange for your Individual Settlement Payment, you will be treated as a Settlement Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by June 2, 2025 (“**Response Deadline**”).

After the judgment is final and NVI has fully funded the settlement, Participating Class Members will be legally barred from asserting against NVI, and all of its present and former owners, parent companies, subsidiaries, affiliates and joint ventures, and all of any of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under, or in concert with any of them (collectively, the “**Released Parties**”) from any of the claims released under the Settlement (“**Released Class Claims**”), as follows:

All wage and hour claims that were pleaded or could have been pleaded, based on, or which arise out of the facts alleged in the Complaint, including, claims for unpaid wages, claims for unpaid, agreed, minimum, and overtime wages, claims for unpaid or incorrectly paid sick pay, claims for alleged errors in calculating the regular rate of pay, claims for unreimbursed employee business expenses, claims for liquidated damages, claims for record-keeping violations, claims for wage-statement penalties, claims for “waiting time” penalties, claims of late/untimely payment of wages, and derivative claims under Business and Professions Code section 17200, et seq. This includes known and unknown claims arising under California Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2802, the applicable IWC Wage Order(s), the California Unfair Competition Law, California Business and Professions Code section 17200 et seq., as well as all claims arising under the listed Labor Code statutes based on the primary rights of those statutes.

Should the Court grant final approval of the Settlement and you are also a PAGA Group Member, you will receive a check associated with the PAGA claims being resolved and you will release all claims under PAGA alleged in the Operative Complaint or PAGA claims that could have been alleged based on the facts pertaining to Plaintiff and the PAGA Group Members, arising during the PAGA Period. This includes, but is not limited to PAGA claims based on California Labor Code sections 200-204 *et seq.*, 210, 218, 218.5, 218.6, 226 *et seq.*, 226.3, 226.7, 246-248.7 *et seq.*, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1199, 2802, and the applicable IWC Wage Order(s), as well as all claims arising under the listed Labor Code statutes based on the primary rights of those statutes, irrespective of the theory of recovery alleged (“**Released PAGA Claims**”).

Likewise, should the Court grant final approval of the Settlement and you are a Settlement Collective Member, to the extent you cash, deposit, or otherwise negotiate the Settlement Check that will be issued to you for your FLSA claims pursuant to this Settlement within 180 days after mailing, you will release all claims under the FLSA that accrued during your employment during the FLSA Period, including all claims for unpaid overtime wages and any and all related claims for liquidated damages, attorneys’ fees, costs, and expenses (“**Released FLSA Claims**”).

4. How Can I Correct The Number of Workweeks Attributed To Me?

You have until June 2, 2025, the Response Deadline to correct or challenge the number of workweeks attributed to you in this Notice. Your challenge must include the case name and number of the Action, contain full name, address, telephone number, and the last four digits of your Social Security Number, clearly state you dispute your workweeks. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail or email to the Settlement Administrator at the following address:

Settlement Administrator:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
email: claims@ilymgroup.com
Telephone: (888) 250-6810

The Settlement Administrator will accept NVI’s calculation of workweeks 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.

5. How Will I Get Paid?

The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible.

6. What If I Lose My Settlement Check or Fail To Cash It?

If you lose or misplace your Settlement Check, the Settlement Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

7. How Do I Opt Out of the Class Settlement?

If you do not want to participate in the Class Settlement, you may opt out of the Class Settlement. If you opt out of the Class Settlement, you may not object to the Class Settlement, shall not receive any Individual Settlement Payment, and shall not be bound by the Released Class Claims in the Settlement Agreement. However, notwithstanding your decision to opt out, if the Court grants final approval of the Settlement and you otherwise qualify to participate in the Settlement as it pertains to the PAGA and/or FLSA claims, you will still receive a Settlement Check in the mail associated with those claims, and you may not opt out of an approved PAGA settlement.

In order to opt out, you MUST express your desire to be excluded from the Class Settlement by taking the steps below. Failure to do so will be deemed a waiver of your request to opt out of the settlement, and you will be bound by the Released Class Claims:

- (1) You must mail a written statement to the Settlement Administrator listed above.
- (2) The written statement MUST include: your name, address, telephone number, the last four digits of your Social Security number, the case name and number, and be signed by you.
- (3) The written statement must state in substance, "I wish to opt out of the settlement in the lawsuit *Paul F. Maisnier v. National Vision, Inc.*, Case No. 24CV018644."
- (4) The written statement must be postmarked by the Response Deadline, June 2, 2025.

This can be accomplished by mailing to the Settlement Administrator a "Request for Exclusion." You may use the attached "Request for Exclusion" form. Any such Request for Exclusion must be postmarked by the Response Deadline.

Any Request for Exclusion that does not include all required information or that is not submitted timely will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your objection will be valid and be deemed to invalidate the Request for Exclusion.

Any Class Member who validly requests to be excluded from the Settlement will not be a Settlement Class Member and will not receive an Individual Payment for the release of the Released Class Claims. Notwithstanding, should the Court grant final approval of the Settlement and you are a PAGA Group Member, you will still receive a settlement payment associated with the resolution of the PAGA claims in this Lawsuit and you will be bound by the Released PAGA Claims. Likewise, if the Court grants final approval and you are a Settlement Collective Member, you will still receive a settlement payment based on the resolution of the FLSA claims in the Settlement. If you do not want to be bound by the Released FLSA Claims, then you should not cash or tender the Settlement Check for the Released FLSA Claims at that time.

8. How Do I Object to the Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will receive your Individual Settlement Payment automatically if the Court grants final approval of the Settlement.

However, if you want to object to the Settlement, you must take the steps below. Failure to do so will be deemed a waiver of any objections, and you may not be permitted to appear at the final approval hearing before the Court:

- (1) You must mail a written statement to the Settlement Administrator listed above.

- (2) Case name and number of the Action.
- (3) The written statement MUST include: your name, signature, address, telephone number, last four digits of your Social Security number, and the basis for your objection accompanied by any legal support for such objection, along with copies of any papers, briefs, or other documents upon which the objection is based.
- (4) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (5) The written statement must be postmarked by June 2, 2025.

If you fail to make an objection in the manner specified above, you shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to this settlement. The Settlement Administrator will send a copy of your objection to all Parties involved in the Lawsuit who will file all objections with the Court within 10 calendar days after the above postmark deadline to submit objections.

If you submit an objection, you will be bound by the Settlement if it is finally approved. If you do not want to be bound by the Settlement if finally approved, you must opt out of the settlement.

9. Can I Attend the Final Approval Hearing?

You may, but are not required to, attend the Final Approval Hearing on July 25, 2025 at 9:00 a.m. in Dept. 23 of the Sacramento Superior Court, located at 720 9th Street, Sacramento, CA 95814. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to the LWDA, Class Counsel, the Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and defense counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Settlement Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you intend to appear.

10. How Can I Get More Information?

The Settlement Agreement sets forth everything NVI and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement or any other Settlement documents is to go to the Court's website, access the Register of Actions, and search for the case using the case number at the top of this notice. You can also contact the Settlement Administrator (ILYM Group, Inc., contact information above), or Class Counsel at the address below:

Class Counsel:
JAMES HAWKINS APLC
James Hawkins, Esq.
Gregory Mauro, Esq.
9880 Research Dr., Irvine, CA 92618
Office: (949) 387-7200
Fax: (949) 387-6676
www.jameshawkinsaplc.com

PLEASE DO NOT CALL THE COURT, CLERK OF THE COURT, JUDGE, THE COMPANY, OR NVI'S ATTORNEYS WITH INQUIRIES FOR INFORMATION REGARDING THE SETTLEMENT

Request for Exclusion Form

Paul F. Maisnier v. National Vision, Inc.

Superior Court of the State of California for the County of Sacramento
Case No. 24CV018644

By signing and returning this form, I confirm that I do not want to be included in the Settlement or receive a settlement check in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments related to the class action claims in this Settlement. To “opt out,” this form must be postmarked no later than June 2, 2025 and mailed via U.S. Mail to the following address:

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

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not** participate in the proposed class action settlement or receive an individual settlement check I am otherwise entitled to receive.

Dated: _____

(Signature)

(Last Four Digits of SSN)

(Type or print name and former name(s))

(Telephone Number)

(Address)

NOTICE OF FLSA SETTLEMENT

Paul F. Maisnier v. National Vision, Inc.

Superior Court of the State of California for the County of Sacramento

Case No. 24CV018644

If you were employed by NVI in California as a non-exempt classified employee at any time from September 20, 2020, through the June 17, 2024, you could be a Settlement Collective Member and receive a payment from a proposed FLSA Settlement.

You are not being sued. This Notice is being sent pursuant to a Court order and is not a solicitation. Read this notice carefully, as your legal rights could be affected whether you act or not.

The Court has preliminarily approved a class, collective, and representative action settlement, upon the terms set forth in the Joint Stipulation of Class, Collective, and PAGA Settlement and Release (“**Settlement**” or “**Settlement Agreement**”), that may affect your legal rights. The proposed Settlement resolves a lawsuit pending in the Superior Court of Sacramento (the “**Court**”) entitled *Paul F. Maisnier v. National Vision, Inc.*, Case No. 24CV018644 (“**Action**” or “**Lawsuit**”), filed by Paul F. Maisnier (“**Plaintiff**”) against National Vision, Inc. (“**NVI**”).

The Court has approved this Notice of FLSA Settlement (“**FLSA Notice**”) regarding the Settlement and resolution of any and all claims pursuant to the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, including all federal claims for unpaid minimum or overtime wages, and any and all related claims for liquidated damages, attorneys’ fees, costs, and expenses (the “**Released FLSA Claims**”), in this case. You are receiving this FLSA Notice because you have been identified by NVI as an FLSA Collective Member, defined as follows:

All current or former non-exempt employees of NVI during the period of September 20, 2020, through the June 17, 2024 who worked in California, and who consent to join the collective action. (Hereinafter, “Settlement Collective Members”).

- This Lawsuit is based on various allegations, including but not limited to, Plaintiff’s claims that NVI failed to pay Settlement Collective Members all minimum and overtime wages.
- The Settlement provides cash payments to Settlement Collective Members based on their number of workweeks of employment by NVI from September 20, 2020, through June 17, 2024 (the “**FLSA Period**”). As an individual eligible to participate in the Settlement, you will receive a Settlement Check reflecting a gross settlement payment related to the Released FLSA Claims (i.e., before tax withholdings) of approximately \$<<Est.FLSAAmt>>. To participate in the Settlement, you need only endorse, cash, and/or otherwise deposit the check, which reflects a “Consent to Join” on the back of the check and an associated release of claims, as further described herein.
- The Settlement also provides for additional cash payments to individuals who worked for NVI in California as non-exempt employees at any time from September 25, 2021, June 17, 2024 (the “**PAGA Period**”), based on the number of weeks each eligible individual worked during the PAGA Period. Finally, the Settlement also provides additional cash payments to all those who worked for NVI in California as a non-exempt employee at any time from May 1, 2020 through June 17, 2024 (the “**Class Period**”), based on the number of weeks each eligible such individual worked during the Class Period.
- NVI denies Plaintiff’s contentions and maintains it has fully complied with the law. By entering into this settlement, NVI in no way admits any violation of law or any liability whatsoever to Plaintiff, Settlement Collective Members, PAGA Group Members, or Class Members, individually or collectively, and expressly denies all such liability.
- Plaintiff and NVI have reached this settlement in light of all known facts and circumstances—including the risks of significant delay and uncertainty associated with litigation, various defenses asserted by NVI, and numerous potential appellate issues—with the assistance of an experienced mediator knowledgeable of both the wage and hour laws and class, collective, and representative claims at issue.

THIS NOTICE IS NOT TO BE UNDERSTOOD OR VIEWED AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS ASSERTED BY PLAINTIFF OR DEFENSES ASSERTED BY NVI.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
PARTICIPATE IN THE SETTLEMENT/ OPT IN	By signing the Consent to Join on the back of the Settlement Check and/or depositing/cashing the Settlement Check, you would be agreeing to (i) join this lawsuit as an “Opt-in Plaintiff,” (ii) participate in the settlement, (iii) collect your monetary settlement payment, and (iv) release your FLSA claims for unpaid overtime wages or minimum wages and any and all related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses (as detailed in Section 3 below).
DO NOTHING	By doing nothing, you will NOT be included in this Lawsuit with respect to the FLSA Released Claims. This means that you will not be bound by any judgment and will not be eligible to participate in any monetary settlement or recovery of Plaintiff’s FLSA claims. However, you keep any rights to sue NVI separately about the same legal claims in this Lawsuit under the FLSA. You should be aware that your time to bring FLSA claims is limited by either a two- or three-year statute of limitations.
OBJECT	You may object to the Settlement by submitting a written objection. If you object to the Settlement, you will be deemed to have opted-in to the Settlement. If the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Settlement Payment.

The Court’s final approval hearing is scheduled to take place on **July 25, 2025 at 9:00 a.m.** in Dept. 23 of the Sacramento Superior Court, located at 720 9th Street, Sacramento, CA 95814. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. Why Did I Receive This FLSA Settlement Notice and What Is This Lawsuit About?

You received this Notice because NVI’s records show that you are an FLSA Collective Member included in this Lawsuit by virtue of your employment with NVI. On March 21, 2025, the Settlement was preliminarily approved by the Court in this Lawsuit. The Court in this Lawsuit ordered that this FLSA Notice be mailed to you and all other Settlement Collective Members to notify you of the terms of the proposed FLSA Settlement so that you may make appropriate decisions, and to notify you of your rights to share in the proposed FLSA Settlement in this Lawsuit. This FLSA Notice does not express any opinion by the Court regarding the merits of any claims or defenses asserted by any party in the Lawsuit.

The terms of the Settlement are set forth in detail in the Settlement Agreement. You may obtain a copy of the Settlement Agreement from the neutral third-party appointed by the Court to administer the settlement (the “**Settlement Administrator**”). Details about how to get additional information about the Settlement Agreement are provided at the end of this FLSA Notice.

The Lawsuit is brought by Plaintiff, individually and on behalf of other individuals, alleging, among other things, that NVI: (i) failed to pay all overtime wages; (ii) failed to provide required meal and rest periods or premium payments in lieu thereof; (iii) failed to provide accurate wage statements; (iv) failed to timely pay Class Members wages during employment, upon termination, and associated waiting time penalties; (v) failed to provide paid sick leave to Class Members; (vi) failed to reimburse necessary business expenses, (vii) made unlawful wage deductions, (viii) violated California’s unfair competition law; (ix) violated PAGA; and (x) violated the FLSA as to Settlement Collective Members by allegedly failing to pay all minimum and overtime wages. Plaintiff is represented by James Hawkins APLC (“**Class Counsel**”).

The FLSA claims in the lawsuit are brought as a “collective action.” In a collective action, one or more persons who are identified as the plaintiffs initiate the action and others who are similarly situated are provided an opportunity to “opt-in” to the action and share in the recovery, if any. The Court will resolve the issues for all persons who opt-in to the FLSA Settlement.

NVI denies the allegations and denies that it owes money to Plaintiff, the Settlement Collective Members, the PAGA Group Members, or the Class Members for any of the alleged claims. NVI expressly denies any and all charges of wrongdoing or liability arising out of the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the Lawsuit. NVI contends that it has complied with applicable state, municipal, and federal laws, statutes, ordinances, regulations, common law, and wage orders. NVI has raised numerous defenses to Plaintiff’s claims and those defenses could significantly reduce or even eliminate any liability or damages owed to the Settlement Collective Members.

The parties participated in a mediation with a respected mediator. After significant investigation and research into the facts and circumstances underlying the issues raised in the Lawsuit and with the aid of the mediator, the parties agreed to settle the Lawsuit, which was approved by the Court, upon the terms set forth in the Settlement Agreement. The Court did not decide in favor of Plaintiff or NVI and there was no trial.

The Settlement Agreement represents a compromise of highly disputed claims. NVI, by settling the Lawsuit, does not admit, concede, or imply any fault, wrongdoing, or liability. Plaintiff and NVI, 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 appropriate. Counsel for Plaintiff and the Settlement Collective Members ("**Class Counsel**") believe that the proposed Settlement is fair, adequate, and reasonable and in the best interests of the Settlement Collective Members.

2. How Do I Participate In the FLSA Settlement and Receive Payment Under the FLSA Settlement?

If the Court finally approves the Settlement, you will receive an FLSA Settlement Check. To participate and "opt-in" to the FLSA Settlement, **you must timely endorse, cash, deposit, or otherwise negotiate your FLSA payment check within one hundred eighty (180) calendar days after the date on which the FLSA payment is issued.**

By doing so, you will be deemed to have consented to join the Action under the FLSA and opted-in on a collective basis with respect to the FLSA Released Claims, and will be bound to the FLSA Settlement and any judgment entered by the Court based thereon, and thereby forever release and discharge the FLSA Released Claims.

Your FLSA payment will contain the following notice that informs you of your election to opt-in to the FLSA Settlement:

By endorsing, cashing, depositing, or otherwise negotiating this check, I consent to join the lawsuit entitled *Maisnier v. National Vision, Inc.*, pursuant to the Fair Labor Standards Act (FLSA), 29 USC Section 216(b), for purposes of participating in the settlement. I understand and agree that my endorsing, cashing, depositing, or otherwise negotiating this check constitutes a full and complete release of any and all FLSA claims, and that a copy of this check may be filed with the Court if required, with personal information other than my name redacted.

If you do not timely opt-in to the FLSA Settlement by signing, cashing, depositing, or otherwise negotiating your FLSA payment check within one hundred eighty (180) calendar days after the date on which the FLSA payment is issued, you will not be subject to the release of the FLSA Released Claims.

3. What Is the FLSA Settlement, and What Will I Give Up If I Participate In the FLSA Settlement?

"**FLSA Settlement**" means the settlement and resolution of the Released FLSA Claims, as described above. If you opt-in to the FLSA Settlement (*i.e.*, you timely endorse, cash, deposit, or otherwise negotiate your FLSA settlement check), you will give up your right to make the Released FLSA Claims against the Released Parties.

"**Released Parties**" means NVI and all of its present and former owners, parent companies, subsidiaries, affiliates and joint ventures, and all of any of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them

4. What Are the Settlement Terms?

As a part of the Settlement, which includes both a California Class Action Settlement, PAGA Settlement, and this FLSA Settlement, NVI has agreed to pay the amount of \$4,450,000.00 ("**Gross Settlement Amount**").

The Gross Settlement Amount includes (1) all Settlement Payments to Settlement Class Members and to Settlement Collective Members, (2) up to \$25,000 for Plaintiff's services as the representative of the Settlement Class and FLSA Members ("**Enhancement Payment**"); (3) up to 33.33% in attorneys' fees (*i.e.*, an amount not to exceed \$1,483,000.00) and the amount of up to \$30,000 in litigation costs and expenses to Class Counsel ("**Attorneys' Fees and Costs**"); (4) reasonable settlement administration costs, up to \$30,000 ("**Settlement Administration Costs**"); and (5) \$250,000 to the California Labor and Workforce Development Agency for the PAGA Fund, 35% of which will be distributed to the PAGA Group Members ("**PAGA Settlement Fund**"); and (6) \$50,000 to the FLSA Settlement Class Members ("**FLSA Settlement Fund**"). NVI's share of applicable payroll taxes will be paid by NVI separately.

The Gross Settlement Amount minus the Enhancement Payment, Attorneys' Fees and Costs, PAGA Fund, and the Settlement Administration Costs, is referred to as the "**Net Settlement Fund.**" \$50,000 of the Gross Settlement Fund will be allocated to the FLSA Settlement ("**FLSA Settlement Fund**"), with the remainder allocated to the California Class Settlement ("**Class Settlement Fund**"). Payments to the Settlement Collective Member and Class Members will be allocated based on the number of workweeks each individual worked during the FLSA Period and/or Class Period, on a pro-rata basis.

Likewise, all PAGA Group Members will receive a pro rata portion of the employee portion of the PAGA Settlement Fund based on the number of workweeks each individual worked during the PAGA Period. Partial weeks will be counted as full weeks.

a. FLSA payments

Each Settlement Collective Member who consents to participate in the Settlement by endorsing, cashing, or otherwise depositing their enclosed Settlement Check will be part of the Settlement. The Settlement Administrator will calculate the Individual Settlement Payments for all Settlement Collective Members, as detailed below.

1. Applicable Tax Withholding and Responsibility for Taxes

Each Settlement Collective Member's FLSA payment from the FLSA Settlement Fund will be characterized as 75% 1099 income and 25% W-2 income. In accordance with applicable tax laws, required tax withholdings will be taken from each Individual Settlement Payment for the portion allocated to W-2 income and remitted to the appropriate taxing authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and W-2s to Settlement Collective Members for their respective Individual Settlement Payments. Settlement Collective Members shall be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless NVI from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

2. Undeliverable or Uncashed Checks

Any Settlement Check distributing FLSA payments returned to the Settlement Administrator as undeliverable shall be sent promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the correct address using a single skip-trace search, and it shall then perform a single re-mailing. The principal for any Individual Settlement Payments from the FLSA Settlement Fund that remain undeliverable, or are otherwise not cashed, deposited, or otherwise negotiated within 180 days after mailing, shall be cancelled, and the amounts returned to NVI, as no FLSA release will be effectuated as to those individuals.

b. Attorneys' Fees and Costs Award

You do not need to pay individually any portion of Class Counsel's Attorneys' Fees and Costs. Any payments for those Attorneys' Fees and Costs will be deducted from the Gross Settlement Amount. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of up to 33.33% of the Gross Settlement Amount (or \$1,483,000.00) and costs in the amount of up to \$30,000. The Court's approval of an Attorneys' Fees and Costs Award is not a material term of the settlement. If the Court does not approve or approves only a lesser amount than requested by Class Counsel for an Attorneys' Fees and Costs Award, the other terms of the settlement shall apply. The Court's refusal to approve the Attorneys' Fees and Costs Award requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the settlement. Any amount of an Attorneys' Fees and Costs Award requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

c. Enhancement Payments

Class Counsel intends to request that the Court approve an Enhancement Payment for Plaintiff in the total amount of up to \$25,000. Plaintiff's Enhancement Payment is in addition to Plaintiff's Individual Settlement Payment. The Court's approval of Plaintiff's Enhancement Payment is not a material term of the settlement. If the Court does not approve or approves only a lesser amount than requested by Class Counsel for Plaintiff's Enhancement Payment, the other terms of the settlement shall apply. The Court's refusal to approve Plaintiff's Enhancement Payment requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the settlement. Any amount of Plaintiff's Enhancement Payment requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

d. Settlement Administration Costs

Class Counsel intends to request that the Court approve Settlement Administration Costs of up to \$30,000.00, payable to the Settlement Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments or reporting, and calculating and distributing FLSA, Class, and PAGA payments. Any amount of Settlement Administration Costs requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

e. PAGA Fund

Class Counsel intends to request that the Court allocate \$250,000 to the PAGA Fund out of the Gross Settlement Amount, and approve an LWDA Payment of \$162,500 (or 65% of the PAGA Fund) to the State of California Labor and Workforce

Development Agency (“LWDA”), and the remaining \$87,500 (or 35% of the PAGA Fund) for a payment to the PAGA Group Members (“PAGA Settlement Fund”). Any amount of the PAGA Fund requested by Plaintiff but not approved by the Court shall be allocated to the Net Settlement Amount.

f. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the settlement. The Court may adjust the amounts of certain payments.

5. How Much Money Will I Get If I Participate In the FLSA Settlement?

Each Collective Member will be issued a check for payment of a share of the FLSA Settlement Fund based on their weeks worked in during the FLSA Period, less applicable taxes as noted above. These settlement payments are to be calculated and distributed by dividing the FLSA Settlement Fund by the total number of workweeks worked by Collective Members during the FLSA Period, and multiplying the result by each Collective Member’s workweeks worked. The Individual Settlement Payments will be distributed by check, and the check will provide the means for each FLSA Member to “opt-in” to the Settlement and become a Settlement Collective Member.

According to NVI’s records, you worked a total of <<FLSAWW>> Workweeks during the FLSA Period. Your gross share of the FLSA Settlement Fund (i.e., Individual Settlement Payment) is estimated to be approximately \$<<Est.FLSAAmt>>.

6. How Can I Correct The Number of Workweeks Attributed To Me?

You have until June 2, 2025, the Response Deadline to correct or challenge the number of workweeks attributed to you in this Notice. Your challenge must include the case name and number of the Action, contain full name, address, telephone number, and the last four digits of your Social Security Number, clearly state you dispute your workweeks. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail or email to the Settlement Administrator at the following address:

Settlement Administrator:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
email: claims@ilymgroup.com

The Settlement Administrator will accept NVI’s calculation of workweeks 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.

7. How Will I Get Paid?

The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Collective Member following the Effective Date of this Settlement. Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible.

8. What If I Lose My Settlement Check or Fail To Cash It?

If you lose or misplace your Settlement Check, the Settlement Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is not cashed, deposited, or otherwise negotiated within 180 days after mailing, it shall be cancelled, and the amounts returned to NVI.

9. How Do I Object to the Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will receive your Individual Settlement Payment automatically if the Court grants final approval of the Settlement.

However, if you want to object to the Settlement, you must take the steps below. Failure to do so will be deemed a waiver of any objections, and you will not be permitted to appear at the final approval hearing before the Court:

- (1) You must mail a written statement to the Settlement Administrator listed above.
- (2) Case name and number of the Action.
- (3) The written statement **MUST** include: your name, signature, address, telephone number, last four digits of your Social Security number, and the basis for your objection accompanied by any legal support for such objection along with copies of any papers, briefs, or other documents upon which the objection is based.
- (4) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (5) The written statement must be postmarked by June 2, 2025.

If you fail to make an objection in the manner specified above, you shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to this settlement. The Settlement Administrator will send a copy of your objection to all Parties involved in the Lawsuit who will file all objections with the Court within 10 calendar days after the above postmark deadline to submit objections. If you submit an objection, you will be deemed to have opted in to the Settlement, and you will be bound by the Settlement and the FLSA Released Claims if it is finally approved.

10. Can I Attend the Final Approval Hearing?

You may, but are not required to, attend the Final Approval Hearing on **July 25, 2025** at 9:00 a.m. in Dept. 23 of the Sacramento Superior Court, located at 720 9th Street, Sacramento, CA 95814. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to the LWDA, Class Counsel, the Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and defense counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Settlement Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you intend to appear.

11. How Can I Get More Information?

The Settlement Agreement sets forth everything NVI and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement or any other Settlement documents is to go to the Court's website, access the Register of Actions, and search for the case using the case number at the top of this notice. You can also contact the Settlement Administrator (ILYM Group, Inc.'s, contact information above), or Class Counsel at the address below:

Class Counsel:
JAMES HAWKINS APLC
James Hawkins, Esq.
Gregory Mauro, Esq.
9880 Research Dr., Irvine, CA 92618
Office: (949) 387-7200
Fax: (949) 387-6676
www.jameshawkinsaplc.com

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT, JUDGE, THE COMPANY, OR NVI'S ATTORNEYS WITH INQUIRIES ABOUT THE SETTLEMENT.