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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

LAPREAL VINCENT, CHARLENE
KEARNEY, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

WESTERN BUYERS LLC, a Limited
Liability Company; US LBM HOLDINGS,
LLC, a Limited Liability Company; ACS-US
LBM, LLC, a Limited Liability Company;
AMERICAN CONSTRUCTION SOURCEUS
LBM, INC., a Corporation; AMERICAN
CONSTRUCTION SOURCE LLC, a Limited
Liability Company; CALIFORNIA
BUILDING SUPPLY- US LBM, LLC, a
Limited Liability Company; DESERT
LUMBER- US LBM, LLC, a Limited Liability
Company; PARKER's BUILDING SUPPLY -
US LBM, LLC, a Limited Liability Company
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV00757

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: September 26, 2024
Time: 9:30 a.m.

Judge: Hon. JoAnn Bicego
Dept.: 2

1 I, Nicole Bench, 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, *Vincent*
6 *vs. Western Buyers LLC, et al.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 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 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 Proposed Settlement of Class Action and Hearing Date for Final Court Approval* (referred
18 to as “Class Notice Packet”); (b) receiving and processing requests for exclusion and objections to
19 the Settlement, if applicable; (c) resolving Class Members’ disputes over the number of workweeks
20 Defendant has record of them working during the Class Period, which was pre-printed on their
21 individualized Class Notice; (d) establishing a QSF account and calculating individual settlement
22 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings
23 as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
24 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
25 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
26 orders ILYM Group to perform.

1 4. On May 30, 2024, ILYM Group received the Court approved text for the Class
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On June 6, 2024, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, the
6 number of Workweeks worked for each individual during the Class Period and the number of Pay
7 Periods worked for each Aggrieved Employee during the PAGA Period to the extent it was
8 available, for each Class Member. The data file was uploaded to our database and checked for
9 duplicates and other possible discrepancies. The Class List contained 1,023 individuals.

10 6. On June 9, 2024, ILYM Group provided Defense Counsel with a list of questions
11 and discrepancies regarding the class data in order for ILYM to proceed with the preliminary
12 calculations for the initial mailing. On June 11, 2024, Defense Counsel resolved the outstanding
13 discrepancies, and the class list was finalized.

14 7. As part of the preparation for mailing, all 1,023 names and addresses contained in
15 the Class List were then processed against the National Change of Address ("NCOA") database,
16 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
17 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
18 contains requested change of addresses filed with the USPS. To the extent that an updated address
19 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
20 Packet. To the extent that no updated address was found in the NCOA database, the original address
21 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

22 8. On June 20, 2024, the Class Notice Packet was mailed, via U.S First Class Mail, to
23 1,021 individuals out of 1,023 contained in the Class List for whom their mailing address was
24 known or deemed valid. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed
25 Class Notice Packet.

26 9. As of the date of this declaration, 128 Class Notice Packets have been returned to
27 our office as undeliverable. Of the 128 returned Class Notice Packets, 9 Class Notice Packets were
28 returned with a forwarding address provided by the USPS and the Class Notice Packets were

1 promptly re-mailed to the forwarding addresses provided. ILYM Group performed a computerized
2 skip trace on the 119 returned Class Notice Packets that did not have a forwarding address, in an
3 effort to obtain updated addresses for the purpose of re-mailing the Class Notice Packets. As a
4 result of this skip trace, 74 updated addresses were obtained and the Class Notice Packets were
5 promptly re-mailed to those Class Members, via U.S. First Class Mail. In addition, 2 Class
6 Members contacted ILYM Group during the response period requesting that a new Class Notice
7 Packet be re-mailed to them.

8 10. As of the date of this declaration, a total of 85 Class Notice Packets have been re-
9 mailed. Specifically, 9 Class Notice Packets were re-mailed as a result of forwarding addresses
10 provided by the USPS, 74 Class Notice Packets have been re-mailed as a result of ILYM Group's
11 skip tracing efforts, and 2 Class Notice Packets have been re-mailed as a result of a re-mail request
12 by a Class Member.

13 11. As of the date of this declaration, a total of 45 Class Notice Packets have been
14 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

15 12. As of the date of this declaration, ILYM Group has not received any requests for
16 exclusion. The deadline to request exclusion from the Settlement was August 19, 2024.

17 13. As of the date of this declaration, ILYM Group has not received any written
18 objections to the Settlement. The deadline in the Class Notice to submit a written objection to the
19 Settlement was August 19, 2024.

20 14. As of the date of this declaration, ILYM Group has not received any disputes from
21 a Class Member during the response period.

22 15. The Response Deadline was extended by two weeks for Class Members whose Class
23 Notice was re-mailed. As of the date of this declaration, ILYM Group has not received any response
24 from those Class Members.

25 16. As of the date of this declaration, ILYM Group will report a total of 1,023
26 Participating Class Members, representing 100.00% of the 1,023 Class Members. The Escalator
27 Clause has not been triggered.

28

1 17. Participating Class Members will receive a proportional share of the Net Settlement
2 Amount through Individual Class Payments, based on the number of Workweeks worked by the
3 Participating Class Members during the Class Period. The Net Settlement Amount is the amount
4 remaining after deduction of the Court-approved payments from the Gross Settlement Amount for
5 Class Counsel Fees and Litigation Expenses, the Class Representative Service Payments,
6 Administration Fees to ILYM Group, and the PAGA Penalties allocation, e.g.,

7 Gross Settlement Amount	\$1,900,000.00
8 Class Counsel Attorney's Fees	\$633,333.00
9 Class Counsel Litigation Expenses	\$40,000.00
10 Service Award Payment- Lapreal Vincent	\$15,000.00
11 Service Award Payment- Charlene Kearney	\$15,000.00
12 Administration Fees	\$12,950.00
13 PAGA Penalties Allocation to LWDA	\$71,250.00
14 PAGA Penalties Allocation to Aggrieved Employees	\$23,750.00
15 Net Settlement Amount	\$1,088,717.00

16 18. The total number of Workweeks worked by the Participating Class Members during
17 the class period is 100,701. Individual Class Payments will be calculated by (a) dividing the Net
18 Settlement Amount by the total number of Workweeks worked by all Participating Class Members
19 during the Class Period and (b) multiplying the result by each Participating Class Member's
20 Workweeks. Based on these calculations, the Participating Class Members will receive an estimated
21 average gross payment of \$1,064.24, with the estimated highest gross payment being \$3,016.38.

22 19. In addition, ILYM Group reports a total of 894 Aggrieved Employees during the
23 PAGA Period. The Administrator will calculate each Individual PAGA Payment by (a) dividing
24 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$23,750) by the total
25 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period
26 and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Based on
27 these calculations, the Aggrieved Employee's will receive an estimated average payment of \$26.57,
28 with the estimated highest payment being \$57.72.

20. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$12,950.00. 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.

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.

Nicole Bench
NICOLE BENCH

EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

*Vincent vs. Western Buyers LLC, et al., Superior Court of the State of California,
County of Siskiyou, Case No. 23CV00757*

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

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

You may be eligible to receive money from a consolidated employee class action lawsuit (“Action”) against Defendants Western Buyers LLC; US LBM Holdings, LLC; ACS – US LBM, LLC; American Construction Source - US LBM, Inc.; American Construction Source, LLC; California Building Supply – US LBM, LLC; Desert Lumber – US LBM, LLC; Parker's Building Supply – US LBM, LLC (“Defendants”) for alleged wage and hour violations. The Action is brought by Plaintiffs Lapreal Vincent and Charlene Kearney (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period (January 23, 2019 through May 16, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (October 26, 2021 to May 16, 2024) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendants to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

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

The above estimates are based on Defendants’ records showing that **you worked «Total Workweeks» Workweeks during the Class Period and you worked «Total PAGA PPs» PAGA Pay Periods.** If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will

preserve your right to personally pursue wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is August 19, 2024.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by August 19, 2024.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 26, 2024, at 9:30 a.m., at the Siskiyou County Superior Court, located at 411 Fourth Street, Yreka, CA 96097, in Courtroom 2 before Judge JoAnn Bicego. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Pay Periods / PAGA Pay Periods	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Pay Periods during the Class Period and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice.

Written Challenges Must be Submitted by August 19, 2024.	If you disagree with either of these numbers, you must challenge it by August 19, 2024. See Section 5 of this Notice.
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1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Siskiyou (the “Court”), has been reached between Plaintiffs and Defendants and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as: All individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.

The Class Period is January 23, 2019, to May 16, 2024.

2. What is this class action lawsuit about?

On January 23, 2023, plaintiff Vincent filed a complaint against Defendants in the Superior Court of the State of California, County of Siskiyou, Case No. 23CV00757 (“Action”). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to provide wages when due, and failure to pay sick wages.

On February 3, 2023, Plaintiff Vincent filed a separate Representative Action Complaint against Defendants (the “PAGA Action”). Plaintiff Vincent’s Representative Action Complaint asserted one cause of action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* (“PAGA”).

On February 1, 2023, Plaintiff Vincent filed a First Amended Class and Representative Action Complaint that added the parties and claims from the PAGA Action into the Action, and subsequently dismissed the separate PAGA Action without prejudice. As part of this Settlement, the Parties stipulated to Plaintiffs filing a Second Amended Class and Representative Action Complaint in the Action to add Charlene Kearney as an additional class representative. On April 24, 2024, Plaintiffs filed a Second Amended Class and Representative Action Complaint, which is referred to as the “Operative Complaint”.

Defendants deny that they have done anything wrong and dispute all the claims in the Action. For example, Defendants contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendants complied with California wage statement and record requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action. Defendants have agreed to settle the Action to avoid further litigation and uncertainty.

The Court granted preliminary approval of the Settlement on May 16, 2024. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Nine Hundred Thousand Dollars (\$1,900,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Within fourteen (14) days of the Effective Date, Defendants will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered unless there are objections, in which case the “Effective Date” means when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$14,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$633,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$40,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$15,000 each to the two (2) named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$95,000 relating to Plaintiff’s claim under PAGA, 75% (\$71,250) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$23,750) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$23,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. The PAGA Period is October 26, 2021, to May 16, 2024.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount,” shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,088,717.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member.

The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks worked will be based on Defendants' records, however, Class Members may challenge the number of Workweeks worked as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest, and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor (at their own expense) concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member where the funds may be claimed.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, beneficiaries, and assigns, release the Released Parties from the Released Class Claims. "Released Class Claims" are all claims, rights, demands, liabilities and causes of action that were alleged, or reasonably could have been alleged, based on the facts, Labor Code and/or IWC Wage Order sections stated in the Operative Complaint which occurred during the Class Period while employed by one or more Defendant(s) in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims not implicated by the Operative Complaint, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, administrators, successors, beneficiaries and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims, rights, demands, liabilities and causes of action for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts, Labor Code and/or IWC Wage Order sections stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period while employed by one or more Defendant(s) in a non-exempt position in California. Released PAGA Claims include PAGA claims for civil penalties predicated upon failure to provide meal and/or rest periods, failure to pay meal and/or rest period premiums at the regular rate, failure to properly calculate the regular rate, failure to pay minimum wage, failure to pay overtime, failure to provide accurate wages statements, failure to pay all wages owed, failure to pay reporting time pay, failure to reimburse business expenses, failure to timely pay wages when due, failure to provide paid sick leave, and failure to provide proper seating. The Released PAGA Claims do not include other PAGA claims not implicated by the Operative Complaint or PAGA Notice, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, discrimination, worker’s compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties collectively mean: Defendants and each of their former and present owners, investors, operating companies, affiliates, divisions, corporations in common control, predecessors, successors, assigns, parent companies, subsidiaries and d/b/a’s, and each of its and their former and present directors, officers, employees, shareholders, partners, owners, attorneys, insurers, and any other successor, assigns, or legal representatives as of the date of Final Approval Hearing.

5. How much will my payment be?

Defendants’ records reflect that you worked **«Total Workweeks» Workweeks** during the Class Period (January 23, 2019, through May 16, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is **\$«Class_Estimated_Settlement_Payment»**.

[Defendants’ records reflect that you worked **«Total PAGA PPs» PAGA Pay Periods** during the during the PAGA Period (October 26, 2021, to May 16, 2024). Based on this information your estimated Individual PAGA Payment is **\$«PAGA_Estimated_Settlement_Payment»**]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline which is **August 19, 2024**. You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than **August 19, 2024**. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc. (888) 250-6810.

The Court will hold a Final Approval Hearing on September 26, 2024, at 9:30 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys’ fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your Individual PAGA Payment, if any, is set forth in Section 5 above.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion (“opt-out”) postmarked no later than the Response Deadline which is **August 19, 2024**. You may also fax your request to opt out to (888) 845-6185, or email to claims@ilymgroupp.com by no later than **August 19, 2024**. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Vincent vs. Western Buyers LLC* lawsuit. The request to opt-out should state the Class Member’s full name, address, and telephone number or email address. Please include the name and number of the case, which is *Vincent vs. Western Buyers LLC*, Case No. 23CV00757. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after **August 19, 2024**, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for September 26, 2024, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel’s website at www.bamlawca.com under “Class Notices” for *Vincent vs. Western Buyers LLC*.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is August 19, 2024.** You may also fax the dispute to (888) 845-6185 or email to claims@ilymgroupp.com by no later than **August 19, 2024**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Vincent vs. Western Buyers LLC*, Case No. 23CV00757, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendants and sign the objection. The Administrator’s contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: claims@ilymgroupp.com

Mailing Address: P.O. Box 2031, Tustin, CA 92781

Telephone Number: (888) 250-6810

Fax Number: (888) 845-6185

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing in person or remotely through Zoom-<https://www.siskiyou.courts.ca.gov/remote-court-appearances>. If you need assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

<u>CLASS COUNSEL:</u>	<u>COUNSEL FOR DEFENDANTS:</u>
Kyle Nordrehaug Blumenthal Nordrehaug Bhowmik DeBlouw LLP 2255 Calle Clara La Jolla, CA 92037 Tel.: (858) 551-1223 Fax: (858) 551-1232 E-Mail: kyle@bamlawca.com	Michele Haydel Gehrke Lauren A. Ziegler Reed Smith LLP 101 Second Street, Suite 1800 San Francisco, CA 94105-3659

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:30 a.m. (Pacific Standard Time) on September 26, 2024, in Courtroom 2 of the Superior Court of California, County of Siskiyou, located at 411 Fourth Street, Yreka, CA 96097, before Judge JoAnn Bicego. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning remote appearances and procedures at the Court-<https://www.siskiyou.courts.ca.gov/remote-court-appearances>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Vincent vs. Western Buyers LLC*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Siskiyou (<https://www.siskiyou.courts.ca.gov/>) and entering the Case No. 23CV00757.

10. How Can I Get More Information?

You may call the Administrator at (888) 250-6810 or write to *Vincent vs. Western Buyers LLC* Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Vincent vs. Western Buyers LLC*. You may also get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Siskiyou (<https://www.siskiyou.courts.ca.gov/>) and entering the Case No. 23CV00757. If you wish to view the Court files in person, you must go to the Clerk's Office at the Superior Court located at 411 Fourth Street, Yreka, CA 96097.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such an event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

Vincent vs. Western Buyers LLC, et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID

QR

Code»

ILYM ID: «ILYMID» «PC»

«first_name» «last_name»

«Address_»

«City», «state» «Zip_Code»