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[Additional counsel on next page]

Electronically FILED by Superior Court of California, County of Los Angeles 11/16/2026 5:00 PM David W. Slayton, Executive Officer/Clerk of Court, By S. Drew, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DANA BECERRA and SABRINA NORSWORTHY, individuals, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

HUNGRY MARKETPLACE, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants

Case No. 22STCV37436

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

Date: December 15, 2026
Time: 11:00 a.m.

Judge: Hon. William F. Highberger
Dept.: SSC-10

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DANA BECERRA and SABRINA NORSWORTHY

I, Nathalie Beltran, declare as follows:

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

2. ILYM Group has extensive experience in administering Class Action Settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Class Action Settlement* (referred to as "Notice Packet"); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members' disputes over the number of workweeks Defendant has record of them working during the Class Period, which was pre-printed on their individualized Notice Packet; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On July 16, 2026, ILYM Group received the Court approved text for the Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet, which was approved by the Parties' Counsel prior to mailing.

5. On August 12, 2026, ILYM Group received the class data file from Counsel for Defendant, which contained the name, social security number, last known mailing address, Class Period Workweeks and PAGA Period Pay Periods for each Settlement Class Member. The data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class Data contained 452 individuals with 4,310 Work Weeks during the Class Period and 452 Aggrieved Employees with 4,310 Work Weeks during the PAGA period.

6. As part of the preparation for mailing, all 452 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

7. On August 26, 2026, the Notice Packet was mailed, via U.S First Class Mail, to all 452 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

8. As of the date of this declaration, 86 Notice Packets have been returned to our office as undeliverable. ILYM Group performed a computerized skip trace on the 86 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. As a result of this skip trace, 85 updated addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S First Class Mail. In addition, one Settlement Class Member contacted us requesting that a new Notice Packet be re-mailed to them.

9. As of the date of this declaration, a total of 86 Notice Packets have been re-mailed. Specifically, 85 have been re-mailed as a result of ILYM Group's skip tracing efforts and 1 was re-mailed as a result of a re-mail request by a Settlement Class Member.

10. As of the date of this declaration, a total of 1 Notice Packet has been deemed

undeliverable. Specifically, 1 has been deemed undeliverable as no updated address was found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was October 26, 2026.

12. As of the date of this declaration, ILYM Group has not received any disputes to the Class Members' workweeks and or pay periods. The deadline to submit a workweek and or pay period dispute was October 26, 2026.

13. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was October 26, 2026.

14. A Settlement Class Member whose Notice of Settlement was re-mailed had an additional fourteen (14) calendar days beyond the Response Deadline, through November 9, 2026, to respond.

15. As of the date of this declaration, ILYM Group will report a total of 452 Participating Claimants, representing 100% of the 452 Settlement Class Members.

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

Gross Settlement Fund	**$ 2,782,000.00**
Class Counsel Fees	$ 927,333.33
Class Counsel Litigation Costs	$ 75,000.00
Enhancement Award - Dana Becerra	$ 10,000.00
Enhancement Award - Sabrina Norsworthy	$ 10,000.00
Administration Fees	$ 6,650.00
LWDA	$ 300,000.00
Aggrieved Employees	$ 100,000.00

Net Settlement Fund (estimated) **$ 1,353,016.67**

To determine a Participating Claimant's individual settlement award payment, the Net Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Claimant. Based on these calculations, the Participating Claimants will receive an estimated average gross payment of $2,993.40, with the estimated highest gross payment being $30,764.65, and the estimated lowest gross payment being $313.92.

17. Pursuant to the Agreement, 25% of the PAGA Allocated to Aggrieved Employees ($100,000.00) will be allocated regardless of whether he or she opts outs of the Class Settlement. To determine an Aggrieved Employees' individual PAGA settlement award payment, the PAGA Allocated to Aggrieved Employees will be divided by the total number of workweeks worked by all Aggrieved Employees during the PAGA Period, multiplied by the number of workweeks worked by that Aggrieved Employee. Based on these calculations, the Aggrieved Employees will receive an estimated average gross payment of $221.24, with the estimated highest gross payment being $2,273.78

18. 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 $6,650.00. 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 16th day of November 2026, at Tustin, California.

Nathalie Beltran

Nathalie Beltran

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

DANA BECERRA AND SABRINA NORSWORTHY V. HUNGRY MARKETPLACE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
22STCV37436 ("ACTION")

A court authorized this notice. This is not a solicitation from a lawyer.

You have received this Notice because a) Hungry Marketplace, Inc.'s records show that you worked with Hungry Marketplace, Inc. in California as a delivery driver contractor or a delivery driver classified by Hungry Marketplace, Inc. as an independent contractor at some time between November 9, 2021, through July 16, 2026, and b) you are eligible to receive payment from a class action settlement.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND GET AUTOMATIC PAYMENT	If you received this Notice of Class Action Settlement, you will automatically receive your share of the settlement, unless you exclude yourself. You do not need to submit a claim form to receive this payment.
EXCLUDE YOURSELF	You can opt-out of the Class Settlement if you do not want to participate by sending the Administrator a written Request for Exclusion by fax or mail on or before October 26, 2026. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment (but you will still receive an Individual PAGA Payment). Non-Participating Class Members cannot object to any portion of the proposed Settlement. **You cannot opt-out of the Private Attorneys General Act (PAGA) portion of the proposed Settlement.**
OBJECT	Class Members who do not opt out of the proposed settlement ("Participating Class Members") may object to the settlement. The deadline to fax or mail objections with the Court is October 26, 2026.

A proposed class action and PAGA settlement (the "Settlement") has been reached in the above-referenced lawsuit (the "Action"). The Settlement resolves a class and representative action lawsuit in which Plaintiffs Dana Becerra and Sabrina Norsworthy ("Plaintiffs or "Class Representatives") claim Defendant Hungry Marketplace, Inc. ("Defendant") violated California's wage and hour laws. Defendant has denied and continues to deny the factual allegations and legal claims asserted in the case and believes it complied with all applicable laws at all relevant times.

Because your rights may be affected by this Settlement, it is important that you read this Notice carefully. If you still have questions, or if you wish to update your mailing information, please contact the settlement administrator, ILYM Group, Inc, at (888) 250-6810.

1. Why did I get this notice?

You received this notice because Defendant's records show that you are a member of the Settlement Class. The "Settlement Class" or "Settlement Class Members" consist of all of Defendant's delivery driver contractors or delivery drivers classified by Defendant as an independent contractors that worked with Defendant in California at any time between November 9, 2021, through July 16, 2026 (the "Class Period"). This notice tells you how you can a) be part of the class action Settlement, b) object to the proposed class action Settlement, or c) exclude yourself from the class action Settlement.

2. What is the Action and Settlement about?

Plaintiffs assert claims on behalf of themselves and Defendant's delivery driver contractors or delivery drivers classified by Defendant as independent contractors that worked with Defendant in California at any during the Class Period. Plaintiffs allege that Defendant misclassified delivery driver contractors or delivery drivers classified by Defendant as independent contractors, failed to pay minimum wages and overtime, failed to provide meal or rest periods, failed to reimburse business expenses, failed to timely page wages during work and upon separation, and failed to provide accurate wage statements, among other claims. Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. That notwithstanding, each side has decided to amicably resolve this matter rather than continue to trial.

The parties reached a settlement, subject to Court approval, to resolve all claims asserted in the Action. Plaintiffs believe the Settlement is fair, adequate, and reasonable, and is in the best interest of Settlement Class Members. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class or representative action. The Court has not ruled on the merits of the Plaintiffs' claims or Defendant's defenses (which means the court has not decided who is right or wrong).

On July 16, 2026, the Court issued an order preliminarily approving the proposed Settlement, approving this Notice and setting deadlines and a final approval hearing date. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for December 15, 2026 ("Final Approval Hearing"). See below for details.

3. What does the settlement provide?

Subject to the Court's final approval, the terms of the Settlement are as follows:

A. Defendant will pay the gross settlement amount of $2,782,000.00 ("the Settlement Amount"), which is inclusive of: attorneys' fees of not more than 33.33% of the Gross Settlement Amount ($927,333.33) and costs incurred for representing Plaintiffs and the Settlement Class in the Action (not to exceed $75,000); class representative service payments to Plaintiffs for their services as Class Representatives of not more than $20,000 total ($10,000 to Dana Becerra and $10,000 to Sabrina Norsworthy) in consideration for Plaintiffs' general release of claims against Defendant; a payment of $400,000 in settlement of Plaintiffs' claims under the California Private Attorneys General Act of 2004 (the "PAGA Settlement"), of which 75% ($300,000) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% ($100,000) will be paid to Settlement Class Members who worked for Defendant between November 9, 2021, through July 16, 2026 ("PAGA Employees"), pursuant to PAGA; and an administrator expenses payment not to exceed $10,000 to ILYM Group, Inc. Each of these sums will be paid from the Settlement Amount. The remaining amount (the "Net Settlement Amount") will be paid to Settlement Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members"). The Court will consider the attorneys' fees, costs, and service awards at the Final Approval Hearing up to the amounts listed in this notice, but has not yet made any order on the request.

B. Each Participating Class Member will be allocated an "Individual Class Payment," that will be calculated based on the number of "Workweeks" the Participating Class Member worked for Defendant in California as a delivery driver contractor or delivery driver classified by Defendant as an independent contractor during the Class Period, as follows: (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 the number of Workweeks each Participating Class Member worked during the Class Period. The Administrator will report the Individual Class Payments on IRS 1099 Forms.

C. In addition to the Individual Class Payment, each Participating Class Member who is also a PAGA Employee will be allocated an "Individual PAGA Payment," which will be calculated based on the number of "Pay Periods" the PAGA Employee worked for Defendant in California as a delivery driver contractor or delivery driver classified by Defendant as an independent contractor at any time during the PAGA Period, as follows: (a) dividing the PAGA Employees' twenty-five percent (25%) share of the PAGA Payment ($100,000.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of Pay Periods each PAGA Employee worked during the PAGA Period. The Administrator will report the full amount of the Individual PAGA Payment on IRS 1099 Forms.

According to Defendant's records, you worked for Defendant in California as a delivery driver contractor or a delivery driver classified by Defendant as an independent contractor for a total of «Class_Work_Weeks» Workweeks during the Class Period, of which «PAGA_Pay_Periods» qualify as Pay Periods during the PAGA Period. Based on the above methodology, your estimated Individual Class Payment is $«Class_Estimated_Settlement_Amount» and your estimated Individual PAGA Payment is $«PAGA_Estimated_Settlement_Amount».

Neither side is giving you any advice on whether your Individual Class Payment or Individual PAGA Payment are taxable or how much you might owe in taxes. You are responsible for paying all taxes on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement. None of the above payments will be eligible for benefit contributions or employee matching.

4. What am I giving up in exchange for the settlement benefits?

If you do not timely exclude yourself from the class action Settlement as explained below, then upon the date on which the settlement becomes Effective and Defendant fully funds the Settlement, you will release Defendant and all related parties ("Released Parties") from all claims under state, federal or local law, whether statutory, common law or administrative, arising out of or related to the class action allegations set forth in the Action ("Released Class Claims"), as follows:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims under state, federal or local law, whether statutory, common law or administrative law, that were alleged, or reasonably could have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, claims under California Labor Code sections 201-204, 210, 218.5, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 245-248.5, 256, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2802, any parallel, corresponding, or related violations reflected in the California Industrial Commission Wage Orders, the California Code of Regulations, and claims for violations of the Business and Professions Code sections 17200, et seq. based on the above violations, and including all claims for or related to alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, unlawful deductions, failure to provide accurate and itemized wage statements, failure to provide timely wages owed during employment and upon separation, failure to maintain required records, failure to reimburse necessary business expenses, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to pay for all hours worked at the proper wage rate, and any related allegation of failure to maintain standard conditions of labor, improper classification, and unfair competition, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint from November 9, 2021, through July 16, 2026 ("Released Class Claims"). The Released Class Claims only include claims arising during those workweeks in which Participating Class Members were classified by Defendant as independent contractors.

Other than the claims identified above, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

In addition to the Released Class Claims, upon the date on which the settlement becomes Effective, all PAGA Employees shall be deemed to have released their respective PAGA claims against the Released Parties, as follows:

All PAGA Employees (including any Class Members who validly opt out of the Class Settlement), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA, release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations set forth in Plaintiffs' notices to the LWDA (as described in Paragraph 2 above), the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, alleged violations of California Labor Code sections 201-204, 210, 216, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 245-248.5, 256, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, and 2802, and any parallel, corresponding, or related violations reflected in the California Industrial Commission Wage Orders, and including all claims for or related to alleged misclassification, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to maintain required records, failure to reimburse necessary business expenditures, failure to provide timely wages owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to pay for all hours worked at the proper wage rate, unlawful deductions, and any related claims for failure to maintain standard conditions of labor, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint (which will be the Second Amended Complaint) during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims only include claims arising during those pay periods in which PAGA Employees were classified by Defendant as independent contractors.

5. Who are the attorneys representing the parties?

Class Counsel

Craig M. Nicholas – cnicholas@nicholaslaw.org
Shaun Markley – smarkley@nicholaslaw.org
Jordan Belcastro – jbelcastro@nicholaslaw.org
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Defendant's Counsel

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JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Phone: (949) 885-1360

6. How do I participate in the settlement?

You are not required to take any action to receive your individual settlement payment. If you do nothing, your share of the settlement proceeds will be mailed to you by check after the Court grants "final approval" of the Settlement, and after time for appeals has ended or any appeals have been resolved, if applicable.

7. How do I opt-out of the Settlement Class?

If you do not wish to participate in the class Settlement (i.e., "Opt Out"), you must complete and sign a written request for exclusion in the form of a signed letter and return it by first class mail or facsimile:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Tel: (888) 250-6810
Fax: (888) 845-6185

Your Request for Exclusion must include the following: (1) a statement that reasonably communicates your election to be excluded from the class Settlement (e.g., "I wish to exclude myself from the class settlement reached in the matter of *"Dana Becerra and Sabrina Norsworthy v. Hungry Marketplace, Inc."*); (2) your name, address, email address or telephone number, and the last four digits of your Social Security number; and (3) your signature. Your Request for Exclusion must also (4) be faxed or postmarked on or before October 26, 2026, and returned to the Settlement Administrator at the mailing address or fax number specified above.

Your Request for Exclusion will not be valid if it does not comply with the above requirements. The date of the postmark on the return mailing envelope or the fax stamp shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before October 26, 2026 shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

Any person who submits a complete and timely Request for Exclusion will not be eligible to participate in the class portion of the Settlement, will not receive proceeds from the class portion of the Settlement or have the right to object to the class portion of the Settlement, and will not be bound by the class releases of the Settlement. However, by excluding yourself from the class Settlement you may pursue your own claims against Defendant in the future, subject to any defenses that Defendant may assert.

There is no statutory right for any PAGA Employee to opt out or otherwise be excluded from the PAGA portion of the Settlement and the associated release of claims and rights under PAGA.

8. What happens with any uncashed settlement checks?

All individual settlement checks that are not cashed within 180 days of issuance shall be canceled, and the Administrator shall transmit the money represented by such check to the California Controller's Unclaimed Property Fund in the Class Member's name thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384(b).

9. What if I have questions about my Individual Class and/or PAGA Payment calculations?

If any Settlement Class Member wants additional information about the calculation of his or her Individual Class or PAGA Payment, details may be obtained from the Settlement Administrator. You have the right to challenge whether the Workweek calculations are proper under the terms of the Settlement by submitting information or documentation to the Settlement Administrator. To be valid, a challenge to the calculation of Workweeks and/or Pay Periods must be in writing, be postmarked or fax stamped by **October 26, 2026** and returned to the Settlement Administrator at the specified address or fax number below, and contain: (1) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (2) the number of Workweeks and/or Pay Periods you contend is correct; and (3) any evidence supporting your contention. The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether the challenge was timely submitted. The Workweeks and/or Pay Periods identified for each Settlement Class Member in this Notice will be presumed to be correct unless a particular Settlement Class Member proves otherwise to the Settlement Administrator by credible evidence. The Settlement Administrator shall make the final, non-appealable determination as to all valid Workweek and Pay Period challenges.

10. How do I object to the Settlement?

If you do not file a Request for Exclusion, you can object to the terms of this Settlement before it is granted final approval by the Court. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object to the Settlement, you may fax or mail via first class mail to the Settlement Administrator a written statement objecting to this Settlement setting forth the legal and factual grounds for any objection. You cannot

ask the Court for a larger settlement; the Court can only approve or deny the proposed settlement. But you may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class and PAGA Representative Service Payments. A Settlement Class Member who elects to send a written objection to the Settlement Administrator must do so no later than October 26, 2026. If you do not send a written objection, you may still appear at the final approval hearing either by yourself or through an attorney you hire, at your own expense, to object. If you fail to object, you shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement.

Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action Settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

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

The Court will hold a hearing in Department 10 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, on December 15, 2026 at 11:00 a.m. Appearances at the hearing can also be made by remote appearance by inputting the Case Number 22STCV37436 and following the instructions at this link: https://lacc.lacourt.org/. Notification of any changes to the time or location of the fairness hearing, as well as the final judgment following final approval, if any, will be available on the Settlement website at this link: www.ilymgroup.com/cases. If there are objections, the Court will consider them at the final approval hearing. The Court will also consider how much to pay Class Counsel and the amount of any class representative service payments and release payments to Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You do not need to come to the hearing. Class Counsel will answer any questions the judge may have. But you are welcome to come to the hearing at your own expense. If you send a written objection, you don't have to come to court to talk about it, but you may do so. You can appear at the hearing, at your own expense, to discuss any objections you may have with the Court whether or not you file an objection in writing. You may also pay another lawyer to attend, but this is not required.

ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the settlement agreement and other information located at www.ilymgroup.com/cases. You may also review the pleadings, the settlement agreement, and other papers filed in the Action which may be inspected in person at the courthouse, or by searching by case name or number listed at the top of this notice on the Court's website located at https://www.lacourt.ca.gov/home. All inquiries by Class Members regarding this Notice and/or the settlement should be directed to the Settlement Administrator using the contact information set forth below:

Settlement Administrator
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Tel: (888) 250-6810
Fax: (888) 845-6185

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH INQUIRIES.

THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY ACTION YOU SHOULD OR SHOULD NOT TAKE.