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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO - CENTRAL COURTHOUSE

JOHNATHAN SATELE, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

KSARIA SERVICE CORPORATION; and
DOES 1 thru 50, inclusive,

Defendants.

Case No. 37-2023-00002198-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Gregory W. Pollack in Dept. C-71]

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: January 17, 2025
Time: 9:30 a.m.
Dept.: C-71

1 I, Makenna Snow, 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, *Satele v.*
6 *kSARIA Service Corporation, et al.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

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

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the 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 *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval*,
18 (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion and objections
19 to the Settlement, if applicable; (c) resolving Settlement Class Members’ disputes over the number
20 of work weeks Defendant has record of them working during the Class Period, which was pre-
21 printed on their individualized Class Notice; (d) establishing a QSF account and calculating
22 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
23 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
24 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
25 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
26 agree to and/or the Court orders ILYM Group to perform.

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1 4. On August 20, 2024, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On September 5, 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 Settlement Class Member during the Class Period and the
7 number of Pay Periods worked for each PAGA Employee during the PAGA Period. The data file
8 was uploaded to our database and checked for duplicates and other possible discrepancies. The
9 Class List contained 83 individuals with 7,660 workweeks.

10 6. As part of the preparation for mailing, all 83 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On September 19, 2024, a link to ILYM Group's website was set up for Class
19 Members to access relevant court documents. The website link is www.ilymgroup.com.

20 8. On September 19, 2024, the Notice Packet was mailed, via U.S First Class Mail, to
21 all 83 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
22 copy of the mailed Notice Packet.

23 9. As of the date of this declaration, 8 Notice Packets have been returned to our office.
24 Of the 8 returned Notice Packets, none included a forwarding address. ILYM Group performed a
25 computerized skip trace on the 8 returned Notice Packets that did not have a forwarding address,
26 in an effort to obtain an updated address for the purpose of re-mailing the Notice Packet. As a result
27 of this skip trace, 5 updated addresses were obtained and the Notice Packets were promptly re-
28 mailed to those Settlement Class Members, via U.S. First Class Mail.

1 10. As of the date of this declaration, a total of 5 Notice Packets have been re-mailed as
2 a result of ILYM Group's skip tracing efforts.

3 11. As of the date of this declaration, a total of 3 Notice Packets have been deemed
4 undeliverable as no updated addresses were found notwithstanding the skip tracing.

5 12. As of the date of this declaration, ILYM Group has not received any requests for
6 exclusion. The deadline to request exclusion from the Settlement was November 4, 2024.

7 13. As of the date of this declaration, ILYM Group has not received any objections to
8 the Settlement. The deadline to file an objection to the Settlement was November 4, 2024.

9 14. As of the date of this declaration, ILYM Group has not received any disputes from
10 a Settlement Class Member.

11 15. As of the date of this declaration, ILYM Group will report a total of 83 Participating
12 Class Members, representing 100.00% of the 83 Settlement Class Members. The total number of
13 Workweeks worked by the Participating Class Members during the class period is 7,660, the
14 Escalator Clause has not been triggered.

15 16. Participating Class Members will receive a proportional share of the Net Settlement
16 Fund through individual settlement payments, based on the number of Workweeks worked by Class
17 Members during the Class Period. The Net Settlement Fund is the amount remaining after
18 deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel
19 Fees and Litigation Costs, the Class Representative Award, Claims Administration Fees to ILYM
20 Group, and the PAGA allocation, e.g.,

21 Gross Settlement Amount	\$70,000.00
22 Attorney's Fees	\$23,333.00
23 Attorney's Costs/Expenses	\$10,000.00
24 Class Representative Award - Johnathan Satele	\$5,000.00
25 ILYM Group Fees	\$6,000.00
26 LWDA	\$5,625.00
27 Aggrieved Employees	\$1,875.00
28 Net Settlement Fund	\$18,167.00

17. To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$218.88, with the estimated highest gross payment being \$621.38.

18. The PAGA payment shares to the PAGA Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average payment of \$31.25, with the estimated highest payment being \$58.95.

19. 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 \$6,000.00. 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 9th day of December 2024, at Tustin, California.

Makenna Snow
MAKENNA SNOW

EXHIBIT “A”

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

Satele v. kSARIA Service Corporation, et al.

San Diego County Superior Court case number 37-2023-00002198-CU-OE-CTL

*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.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against kSARIA Service Corporation (“Defendant”) for alleged Labor Code violations. The Action was filed by former employee Johnathan Satele (“Plaintiff”) and seeks payment of (1) business expense reimbursement and other relief for a class of hourly employees (“Class Members”) who worked for Defendant at any time from January 17, 2019 to January 6, 2024 (the “Class Period”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant at any time from January 17, 2022 to January 6, 2024 (the “PAGA Period”) (“Allegedly Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est individual Class Payment » (less withholding) and your Individual PAGA Payment is estimated to be \$«Est Individual PAGA 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 Defendant’s 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 Defendant’s records showing that **you worked «Class_Workweeks» workweeks** during the Class Period and **you worked «PAGA_Pay_Periods» pay periods** during the PAGA Period. 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 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Allegedly Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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 against Defendant.
- (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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Allegedly Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant 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 Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>November 18, 2024</u>	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. 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 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Allegedly Aggrieved Employees and the Allegedly Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u>November 18, 2024</u>	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <u>January 17, 2025</u> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u>January 17, 2025</u>. 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 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks or Pay Periods Written Challenges Must be Submitted by <u>November 18, 2024</u>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>November 18, 2024</u>. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to reimburse for purportedly necessary business expenses and requiring employees to sign an allegedly unlawful nondisclosure agreement. Based on these claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Eric B. Kingsley, Liane Katzenstein Ly, and Jessica Bulaon of Kingsley & Kingsley, APC.; William Zev Abramson of Abramson Labor Group ("Class Counsel").

Defendant strongly denies violating any laws or failing to reimburse for any necessary business expenses or

requiring employees to sign any unlawful agreement, and Defendant contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Allegedly Aggrieved Employees.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$70,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final 61 days after notice of the Court’s entry of Judgment, or a later date if any Participating Class Member or the LWDA objects to the proposed Settlement and the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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:
 - A. Up to \$23,333, before any escalator clause, (33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$7,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Allegedly Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% for interest and 90% for restitution. The Individual Class and Individual PAGA Payments are counted as restitution and penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Individual Class Payments on IRS 1099 Forms.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments 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 shall be paid to the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than November 18, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the November 18, 2024 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.
7. 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. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon notice of entry of final judgment and funding of the settlement, the Released Parties shall be entitled to, and each Participating Class Member shall be deemed to have given, a release of the following claims for the Class Period: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from all claims, demands, rights, liabilities and causes of action that have been pled in the Complaints in the Action as well as all claims, demands, rights, liabilities and causes of action that could have been alleged based on the facts that have been alleged in the Complaints in the Action, that arose during the Class Period defined above with respect to (a) the alleged failure to reimburse necessary business expenses; the alleged requirement that employees agree to any term or condition known to be prohibited by law; and the alleged entry into a noncompetition agreement that is purportedly void; (b) any right or claim for unfair business practices in violation of California Business and Professions Code section 17200 et seq., based on the alleged failures set forth above; and (c) any violation of the California Labor Code or other state or federal statute, rule or regulation that could have been asserted in this Action based on

the facts, claims, causes of action or legal theories described above, including alleged violations of California Labor Code sections 2802 and 432.5 and alleged violation of Business and Professions Code section 16600 et seq., any and all corresponding claims that could have been brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201 et seq. based on the facts, claims, causes of action or legal theories described above and in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.*, 899 F.3d 1106, 1110–11 (9th Cir. 2018) (holding opt-out release of California state law claims was *res judicata* against FLSA claims “which were direct federal law counterparts to the state law claims settled”); *accord Richardson v. Wells Fargo Bank, N.A.*, 839 F.3d 442, 451–52 (5th Cir. 2016) (plaintiff who became party to the opt-out Rule 23 settlement was bound by all settlement terms, including release of FLSA claims). Per the requirements of FLSA, the release of FLSA claims shall apply only to those Class Members who cash their check under this Settlement. Except as set forth in Paragraph 5.3 of the Parties’ Settlement Agreement, 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.

10. **Allegedly Aggrieved Employees’ PAGA Release.** After the Court’s judgment is final, and Defendant has paid the Gross Settlement, all Allegedly Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Allegedly Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Allegedly Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

Upon notice of entry of final judgment and funding of the settlement, Released Parties shall be entitled to, and each Allegedly Aggrieved Employee and the LWDA shall be deemed to have given, a release of the following claims for the PAGA Period: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under PAGA as asserted in the Complaints in the Action and/or the PAGA Notice sent to the LWDA dated January 17, 2023 (case no. LWDA-CM-929827-23) that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories as well as all claims, demands, rights, liabilities and causes of action under PAGA that could have been alleged based on the facts that have been alleged in the Complaints in the Action and the PAGA Notices referenced herein (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,875.00 by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Allegedly Aggrieved Employee.
3. **Workweek Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until November 18, 2024 to challenge the number of Workweeks and Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and Pay Periods based on Defendant’s records 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. The Administrator will resolve Workweek and Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Allegedly Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Allegedly Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Satele v. kSARIA and include your identifying information (full name, address, telephone number, approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by November 18, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. 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 Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the January 17, 2024 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.ilymgroup.com or the Court's website <https://www.lacourt.org/paonlineservices/pacommerce/login.aspx?appId=IMG&casetype=CI V>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award 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 .** 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 as Satele v. kSARIA and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on January 17, 2024 at 9:30 a.m. in Department 71 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will

be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually (<https://www.sdcourt.ca.gov/virtualhearings>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.ilymgroup.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at www.ilymgroup.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case Number for the Action, Case No. 37-2023-00002198-CU-OE-CT. You can also personally review court documents in the Clerk's Office at the Hall of Justice Courthouse at 330 West Broadway, San Diego, CA 92101.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Firm: Kingsley & Kingsley, APC

Name of Attorneys: Eric B. Kingsley, Liane Katzenstein Ly, Jessica Bulaon

Email Address: eric@kingsleykingsley.com, liane@kingsleykingsley.com, jessi@kingsleykingsley.com

Mailing Address: 16133 Ventura Blvd, Suite 1200, Encino, California 91436

Telephone: (818) 990-2903

Name of Firm: Abramson Labor Group

Name of Attorney: William Zev Abramson

Email Address: wza@abramsonlabor.com

Mailing Address: 3580 Wilshire Blvd., Suite 1260, Imperial, California 90010

Telephone: (213) 493-6300

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address: claims@ilymgroup.com

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

Telephone: (888) 250-6810

Fax Number: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Satele v. kSARIA Service Corporation, et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID

QR Code»

ILYM ID: «ILYMID»

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip_Code»

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 9, 2024, I served all interested parties in this action the following documents described as: **DECLARATION OF MAKENNA SNOW OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

EPSTEIN BECKER & GREEN, P.C.
Chelsea Hadaway
Emily T. Patajo
1925 Century Park East, Suite 500
Los Angeles, CA 90067-2506
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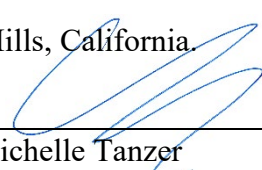
Attorneys for Plaintiff

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 9, 2024, at Woodland Hills, California.



Michelle Tanzer