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Attorneys for Defendant WALKER EVANS ENTERPRISES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

SCOTT ALLEN ATHEY, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

WALKER EVANS ENTERPRISES, a California
Corporation; and DOES 1 through 50, inclusive,

Defendants

Case No. CVRI2301534

[Assigned for all purposes to Hon. Harold
W. Hopp, Dept. 1]

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: November 15, 2024
Time: 8:30 a.m.
Courtroom: Dept. 1
Judge: Hon. Harold W. Hopp

Action Filed: March 27, 2023
Trial Date: Not Set

1
2 **DECLARATION OF CASSANDRA POLITES**
3

4 I, Cassandra Polites, declare as follows:

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

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

16 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
17 appointed by the Court to provide notification services and settlement administration, pursuant to
18 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
19 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
20 documents into Spanish; (b) printing and mailing the *Notice of Proposed Class and PAGA*
21 *Representative Action Settlement*, in both English and Spanish (referred to as “Class Notice
22 Packet”); (c) receiving and processing requests for exclusion and objections to the Settlement; (d)
23 resolving Class Members’ disputes over the number of workweeks Defendant has record of them
24 working during the Class Period, which was pre-printed on their individualized Class Notice; (e)
25 establishing a QSF account and calculating individual settlement award amounts; (f) processing
26 and mailing settlement award checks; (g) handling tax withholdings as required by the Settlement
27 and the law; (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling
28

1 the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing
2 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

3 4. On June 17, 2024, ILYM Group received the Court approved text for the Class
4 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
5 Packet, which was approved by the Parties' Counsel prior to mailing.

6 5. On July 2, 2024, ILYM Group received the class data file from Counsel for
7 Defendant, which contained the name, social security number, last known mailing address, and the
8 dates of employment for each Class Member and Aggrieved Employee. The data file was uploaded
9 to our database and checked for duplicates and other possible discrepancies. The Class List
10 contained unique records for 194 individuals who worked a total of 10,469 work weeks.

11 6. As part of the preparation for mailing, all 194 names and addresses contained in the
12 Class List were then processed against the National Change of Address ("NCOA") database,
13 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
14 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
15 contains requested change of addresses filed with the USPS. To the extent that an updated address
16 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
17 Packet. To the extent that no updated address was found in the NCOA database, the original address
18 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

19 7. On July 17, 2024, the Class Notice Packet was mailed, in both English and Spanish,
20 via U.S First Class Mail, to all 194 individuals contained in the Class List. Attached hereto, as
21 **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

22 8. As of the date of this declaration, 16 Class Notice Packets have been returned to our
23 office of which none were returned with a forwarding address. ILYM Group performed a
24 computerized skip trace on the 16 returned Class Notice Packets that did not have a forwarding
25 address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice
26 Packet. As a result of this skip trace, 10 updated addresses were obtained and the Class Notice
27 Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.
28

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

3 10. As of the date of this declaration, a total of 6 Class Notice Packets have been deemed
4 undeliverable as no updated addresses were found notwithstanding the skip tracing.

5 11. As of the date of this declaration, ILYM Group has not received any request for
6 exclusion. The deadline to request exclusion from the Settlement was September 2, 2024.

7 12. As of the date of this declaration, ILYM Group has not received any objections to
8 the Settlement. The deadline to submit a written objection to the Settlement was September 2, 2024.

9 13. As of the date of this declaration, ILYM Group has not received any disputes from
10 a Class Member. The deadline to submit a work week dispute was September 2, 2024

11 14. The Net Settlement Amount available to Participating Class Members exclusive of
12 PAGA Employees portion of PAGA Amount is estimated to be \$72,002.58 and was calculated by
13 subtracting the requested attorneys' fees \$58,333.33, the amount allocated for litigation costs and
14 expenses \$17,714.09, the requested Class Representative Service Payment \$10,000.00, the
15 requested Administration Expenses Payment \$6,950.00, the LWDA Payment \$7,500.00 and the
16 PAGA Penalties allocation to Aggrieved Employees \$2,500.00 from the Gross Settlement Amount
17 \$175,000.00.

18 15. As of this date, there are 194 Class Members, who worked a total of Ten Thousand
19 Four Hundred Sixty-Nine (10,469) workweeks during the Class Period, who did not submit a timely
20 and valid Request for Exclusion and are therefore deemed to be Participating Class Members. The
21 Individual Class Payment is allocated on a pro rata basis using their work weeks worked.

22 16. The *highest* Individual Class Payment to a Participating Class Member is currently
23 estimated to be approximately \$701.52, the *average* Individual Class Payment is currently
24 estimated to be approximately \$371.15 and, the *lowest* Individual Class Payment is currently
25 estimated to be approximately \$6.88. These amounts are subject to employee-side tax and
26 withholdings.

27 17. The Net Settlement Amount of \$74,502.58 inclusive of PAGA Employees portion
28 of PAGA Amount available to pay Participating Class Members was determined by subtracting the

1 requested Class Counsel attorneys' fees (\$58,333.33), and costs (\$17,714.09), requested Service
2 Payment to Plaintiff (\$10,000.00), the portion of PAGA Amount to be paid to LWDA (\$7,500.00-
3), and the requested Settlement Administration Costs (\$6,950.00) from the Gross Settlement
4 Amount (\$175,000.00).

5 18. Based upon the calculations stipulated in the Settlement, the highest Individual
6 Class and PAGA Settlement Payment to be paid is approximately \$725.01, the lowest Individual
7 Class and PAGA Settlement Payment to be paid is approximately \$6.88 while the average
8 Individual Class and PAGA Settlement Payment to be paid is approximately \$384.03.

9 19. Pursuant to the Agreement, 25% of the PAGA Penalties payment \$2,500.00 will be
10 allocated to Aggrieved Employees regardless of whether he or she opted out of the Class Settlement
11 ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement. The
12 Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay Periods. There are
13 180 Aggrieved Employees who worked 4,151 pay periods during the PAGA period.

14 20. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
15 estimated to be approximately \$23.49, the *average* Individual PAGA Payment is currently
16 estimated to be approximately \$13.89 and the *lowest* Individual PAGA Payment is currently
17 estimated to be approximately \$0.60.

18 21. Pursuant to the Agreement, the individual settlement amounts associated with the
19 uncashed checks will be distributed to Cy Pres recipient Legal Aid Society of San Bernardino.

20 22. Pursuant to the Agreement, Defendant has agreed to fund the employer-side taxes
21 due separately and apart from the Gross Settlement Amount. As of this date, and utilizing the
22 maximum tax rates, ILYM Group estimates that the employer-side taxes should not exceed
23 \$2,872.90.

24 23. ILYM Group's total capped fee for services in connection with the administration
25 of the Agreement, which includes fees and costs incurred to-date and anticipated fees and costs
26 for completion of the administration, is \$6,950.00. Thus far, ILYM Group has worked for
27 approximately 18 hours and incurred around \$3,287.00 in costs and expenses performing its
28 duties described above. After final approval ILYM Group's work in connection with this matter

1 will continue with the: (a) calculation of the settlement payments; (b) issuance and mailing of the
2 settlement payments; (c) issuing the payment to class counsel for court-approved attorneys' fees
3 and costs, the Service Payment check to Plaintiff, remitting payment to the LWDA and the
4 employer/employee payroll taxes to the proper taxing authorities; (d) mailing reminder postcards
5 for uncashed settlement checks to any class member whose settlement distribution check has not
6 been negotiated within 60 days after the date of mailing; (e) redistributing funds from uncashed
7 checks to Cy Pres recipient Legal Aid Society of San Bernardino; (f) necessary tax filing and
8 reporting on settlement payments; and (e) any other tasks the Parties mutually agree to and/or the
9 Court orders ILYM Group to perform. ILYM Group estimates it will need about nineteen (19)
10 hours and will incur about \$3,663.00 in costs and expenses to perform its services following final
11 approval. Despite ILYM Group collectively incurring costs and expenses of around \$10,000.00,
12 it will only charge a capped fee of \$6,950.00. A true and correct copy of ILYM Group's invoice
13 for this matter is attached hereto as **Exhibit B**.

14
15 I declare under penalty of perjury under the laws of the State of California and the United
16 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
17 was executed this 16th day of September 2024, at Tustin, California.

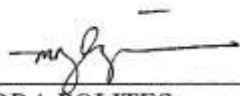
18
19
20 
21 CASSANDRA POLITES

EXHIBIT “A”

OBJECTION FORM

Superior Court of California for the County of Riverside
Athey v. Walker Evans Enterprises, Case No. CVRI2301534

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you do not wish to object to the Class Settlement, you should NOT fill out this form. You do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

If you wish to object to the Class Settlement, you must state all factual and legal bases for your objection (space is provided below for doing so), attach any documents you are relying on for your objection, indicate whether you are represented by counsel and, if so, provide their contact information, indicate whether you plan to appear at the Final Approval Hearing, write your name, address, and last four digits of your Social Security number, sign on the following page, and return this form by mail or delivery to the Settlement Administrator, at the following mailing address, postmarked or delivered on or before September 2, 2024.

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

I wish to object to the Class Settlement on the following grounds:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Are you represented by an attorney? ☐ Yes ☐ No

If yes, please provide your attorney's name and contact information:

Do you plan to appear at the Final Approval Hearing? ☐ Yes ☐ No

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

FORMULARIO DE OBJECCIÓN

Tribunal Superior de California para el Condado de Riverside
Athey v. Walker Evans Enterprises, Caso No. CVRI2301534

RELLENE Y ENVÍE ESTE FORMULARIO SÓLO SI DESEA OponERSE AL ACUERDO COLECTIVO.

Si no desea oponerse al Acuerdo Colectivo, NO debe rellenar este formulario. No es necesario que realice ninguna acción. Si el acuerdo propuesto recibe la aprobación definitiva del Tribunal, el Administrador del Acuerdo le enviará un cheque por correo postal a la última dirección suya que el Administrador del Acuerdo tenga en su registro.

Si desea oponerse al Acuerdo Colectivo, debe exponer todos los fundamentos de hecho y de derecho en los que se basa su objeción (a continuación se ofrece espacio para ello), adjuntar todos los documentos en los que se basa su objeción, indicar si está representado por un abogado y, en caso afirmativo, facilitar sus datos de contacto, indique si tiene intención de asistir a la Audiencia de Aprobación Definitiva, escriba su nombre, dirección y los cuatro últimos dígitos de su número de la Seguridad Social, firme en la página siguiente y devuelva este formulario por correo o entréguelo al Administrador del Acuerdo en la siguiente dirección postal, con matasellos o fecha de entrega no posterior al 2 de septiembre de 2024.

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

Deseo oponerme al Acuerdo Colectivo por las siguientes razones:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

¿Está usted representado por un abogado? ☐ Sí ☐ No

En caso afirmativo, indique el nombre y los datos de contacto de su abogado:

¿Tiene intención de asistir a la audiencia de aprobación final? ☐ Sí ☐ No

Nombre(s) y Apellido(s): _____

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de Teléfono: (____ ____ ____) ____ ____ ____ ____ ____

Los cuatro últimos dígitos de su SSN: _____

Firma del Miembro del Grupo (o Representante Legal): _____

Fecha: _____

REQUEST FOR EXCLUSION FORM

**Superior Court of California for the County of Riverside
Athey v. Walker Evans Enterprises, Case No. CVRI2301534**

If you want to receive an Individual Settlement Award, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement; (2) you will not be able to object to the Settlement; (3) you will not be bound by the class settlement if it is ultimately approved by the Court.

To be excluded from the Settlement, complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than September 2, 2024.

**ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com**

Request for Exclusion

I hereby certify that I am or was employed by Defendant as a non-exempt, hourly employee in California for some period of time between September 22, 2021, and August 31, 2023.

I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not be bound by the class settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court, and I will not receive a payment from the class settlement. I understand that I cannot exclude myself from the Individual PAGA Settlement Payment and that I will still receive a pro-rata share of the PAGA Settlement Amount and will be bound by the release of the PAGA claims regardless of whether I exclude myself from the Individual Settlement Payment.

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

**Tribunal Superior de California para el Condado de Riverside
Athey v. Walker Evans Enterprises, Caso No. CVRI2301534**

Si desea recibir una Parte Individual del Acuerdo, no debe rellenar este formulario; no está obligado a hacer nada en este momento. Este formulario solo debe utilizarse si desea renunciar al Acuerdo.

Si se excluye del Acuerdo: (1) no recibirá ningún pago o beneficio en virtud del Acuerdo; (2) no podrá oponerse al Acuerdo; (3) no estará vinculado por el Acuerdo Colectivo si finalmente es aprobado por el Tribunal.

Para ser excluido del Acuerdo, rellene este Formulario de Solicitud de Exclusión y envíelo por correo al Administrador del Acuerdo a la dirección indicada a continuación, con matasellos no posterior al 2 de septiembre de 2024.

**ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo electrónico: claims@ilymgroup.com**

Solicitud de Exclusión

Certifico que soy o fui empleado del Demandado como empleado por hora, no exento, en California durante algún período de tiempo entre el 22 de septiembre de 2021 y el 31 de agosto de 2023.

He recibido la Notificación del Acuerdo de Demanda Colectiva ("Notificación") en la Demanda y solicito ser excluido del Acuerdo. Comprendo que, al presentar este Formulario de Solicitud de Exclusión, no estaré obligado por la demanda colectiva, incluida la exención de las Reclamaciones Exoneradas según se describe en la Notificación y en el Acuerdo de Liquidación presentado ante el Tribunal, y no recibiré ningún pago de la demanda colectiva. Entiendo que no puedo excluirme del Pago del Acuerdo Individual PAGA y que aún así recibiré una parte prorrateada del Monto del Acuerdo PAGA y estaré obligado por la exención de reclamaciones PAGA, independientemente de si me excluyo del Pago Individual del Acuerdo.

Nombre(s) y Apellido(s): _____

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de Teléfono: (____) _____

Los cuatro últimos dígitos de su SSN: _____

Firma del Miembro del Grupo (o Representante Legal): _____

Fecha: _____

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Athey v. Walker Evans Enterprises
Riverside County Superior Court Case No. CVRI2301534

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE AN HOURLY EMPLOYEE OF WALKER EVANS ENTERPRISES (“DEFENDANT”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN SEPTEMBER 22, 2021, AND AUGUST 31, 2023 (THE “CLASS PERIOD”), THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class and PAGA action lawsuit entitled *Athey v. Walker Evans Enterprises*, Riverside County Superior Court Case No. CVRI2301534 (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Complaint.

YOUR ESTIMATED PAYMENT FROM THIS SETTLEMENT: Your estimated Individual Settlement Payment is **\$137.04**, which includes your payment from the Class settlement in the estimated amount of **\$135.83** and, because you are also a member of the PAGA Employee group, your payment from the PAGA settlement in the estimated amount of **\$1.20**.

A hearing concerning final approval of the proposed Settlement will be held before Hon. Harold W. Hopp, on November 15, 2024, at 8:30 a.m., in Department 1 of the Riverside County Superior Court, 4050 Main Street, Riverside, CA 92501, to determine whether the Settlement is fair, adequate and reasonable. As a Settlement Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: SEPTEMBER 2, 2024	You have the option to pursue separate legal action against Defendant about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by completing and submitting the included request to be excluded (“Request for Exclusion Form”). As a result, you will not receive any benefits under the Settlement (other than based on the PAGA Claim). Request for Exclusion forms must be submitted by September 2, 2024.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT WRITTEN OBJECTIONS: SEPTEMBER 2, 2024	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator by completing and submitting the objection form (“Objection Form”), appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion form if you wish to object. <i>Written</i> objections must be submitted by September 2, 2024.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All hourly employees of Defendant who worked in California during the Class Period (“Class Members”). The “Class Period” is September 22, 2021 to August 31, 2023.

All hourly employees of Defendant who worked in California during the PAGA Period are “aggrieved employees” as defined pursuant to PAGA (“PAGA Employees”). The “PAGA Period” is March 27, 2022 to August 31, 2023.

According to Defendant’s records, you are a member of the Class (“Class Member”). PAGA Employees will automatically receive their *pro rata* share of the \$2,500 allocated from the PAGA Allocation to PAGA Employees, cannot opt-out of the release of PAGA Claims, and will be bound by the release of the PAGA Claims even if they opt-out of the Settlement. Defendant’s records indicate you are also a PAGA Employee who worked in the State of California at any time during the PAGA Period of March 27, 2022, through to August 31, 2023.

What is this case about?

In the Action, Plaintiff Scott Allen Athey (“Plaintiff”) alleges on behalf of himself and the Class that Defendant: (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) failed to indemnify necessary business expenses; (7) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”). Plaintiff seeks among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”) claim alleged by Plaintiff allows employees to file a representative action on behalf of themselves, all other aggrieved employees, and the State of California for alleged Labor Code violations to recover civil penalties for the same Labor Code violations (not actual wage damages but civil penalties for California Labor Code violations which could have been sought by the State of California).

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Lilit Tunyan
ltunyan@tunyanlaw.com

Artur Tunyan
atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Defendant’s Counsel

Richard D. Marca
Richard.Marca@varnerbrandt.com

Alisha Maline
Alisha.Maline@varnerbrandt.com

VARNER & BRANDT LLP

3750 University Avenue, Floor 6
Riverside, CA 92501
Telephone: (951) 274 -7777
Facsimile: (951) 274- 7770

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$175,000.00 (the “Gross Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payment to Plaintiff (\$10,000.00); (c) the Court-approved attorneys’ fees and costs to Class Counsel (“Class Counsel’s Fees and Expenses”) (\$58,333.33 in fees and up to \$22,000.00 in costs to be requested); (d) payment to the Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties (the “PAGA Penalty Payment”) (\$10,000.00 allocated to the PAGA settlement); and (e) payment to the Settlement Administrator for settlement administration services (“Administrative Expenses”) (estimated to be no more than \$6,950.00).

Individual Settlement Payments. Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a share of the Net Settlement Amount, and Class Members who are also PAGA Employees will receive a share of the \$2,500.00 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”), regardless of whether the request exclusion from the Settlement (the total payment to a Class Member is their “Individual Settlement Payment”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Expenses, the Class Representative Service Payment, the PAGA Penalty Payment, and the Administrative Expenses. Payments by Defendant from the Net Settlement Amount will be included in the Settlement Payments to each Settlement Class Member (the “Settlement Class Payments”) and each PAGA Employee (the “PAGA Settlement Payments”).

The Settlement Class Payment shall be divided among all Settlement Class Members on a *pro rata* basis based upon the total number of work weeks worked by each Settlement Class Member during the Class Period. The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$2,500.00 set aside for all PAGA Settlement Payment) × the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members.

The PAGA Settlement Payment shall be divided among all PAGA Employees on a *pro rata* basis based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$2,500.00 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

The estimated average Settlement Share is approximately: **\$361.94.**

The estimated highest Settlement Share is approximately: **\$683.26.**

The estimated lowest Settlement Share is approximately: **\$6.47.**

According to Defendant s records:

- From September 22, 2021, to August 31, 2023 (i.e., the Class Period), you are credited as having worked **21.00** Workweeks.

- From March 27, 2022, to August 31, 2023 (i.e., the PAGA Period), you are credited as having worked **2.00** Pay Periods.

If you wish to dispute the Workweeks credited to you, you must submit a written letter (“Workweeks Dispute”) , which must: (a) contain your full name, current address, current telephone number, last four digits of your Social Security number or employee ID number, and signature; (b) contain the case name and number of the Action (Athey v. Walker Evans Enterprises, Case No. CVRI2301534; (c) contain a clear statement explaining the basis for your dispute; (d) attach any documentation that you have to support the dispute; and (e) be mailed or delivered to the Settlement Administrator, postmarked or delivered on or before September 2, 2024 at:

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

You must produce documentary evidence supporting your contention. Defendant’s records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator and the Parties will attempt to resolve all work week disputes with you informally. If they cannot resolve your work week dispute with you informally, the dispute will be submitted by the Parties to the Court for final resolution.

Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Settlement Share is estimated to be **\$135.83**. The Settlement Share is subject to reduction for the employees share of taxes and withholdings with respect to the wages portion of the Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be **\$1.20**.

The settlement approval process may take multiple months. Your Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

For tax reporting purposes, the payments to Class Members will be allocated 20% as wages, 40% as penalties and 40% as interest. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to Legal Aid Society of San Bernardino subject to the requirements of California Code of Civil Procedure § 384(b) (the "Cy Pres Recipient") which was selected because its mission is to provide equal access to justice by offering legal education, counsel, and advocacy services for those in need, irrespective of their financial capabilities. In such event, the Settlement Class Members and PAGA Employees shall nevertheless remain bound by the Settlement.

The "Effective Date" of the Settlement will be the last to occur of the following: (a) if there are no objections to the settlement, then the date of final approval by the Court; (b) if there are objections to the settlement, and if an appeal, review or writ is not sought from the order granting final approval of the settlement, the 31st day after service of notice of entry of the order; or (c) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review. Defendant will fund the settlement account and distribute the Gross Settlement Amount to the Settlement Administrator within twenty-one (21) days of the Effective Date. The Settlement Administrator shall mail the Settlement Payments to the Class Members only AFTER the payment by Defendant of the Gross Settlement Amount.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel's Fees and Expenses, the Class Representative Service Payment, Administrative Expenses, the PAGA LWDA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$58,333.33 (one third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$22,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Payment made to Plaintiff in the amount of \$10,000.00, for his efforts in bringing the Action on behalf of the Class and for general release of his known and unknown claims in addition to claims released by each class member. The Parties estimate the cost of administering the Settlement will not exceed \$6,950.00. The PAGA Penalty Payment in the amount of \$7,500.00 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$10,000.00 PAGA Allocation.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) Identity of Released Parties. The released parties are Defendant and its past, present and/or future officers, directors, managers, employees, and agents, including, but not limited to, Walker R. Evans, Phyllis E. Evans, and Randal C. Anderson (collectively "Releasees").

(b) Date Release Becomes Effective. The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval.

Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and their successors, assigns, and/or agents, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims that were either alleged, or that reasonably could have been alleged based on the factual allegations contained in Plaintiff's operative complaint, including, but not limited to, claims pursuant to California Labor Code sections 201, 202, 203, 204, 210, 226, et seq., 226.2, 226.3, 226.7, 510, 512, 1174, et seq., 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2101, 2102, 2103, 2104, 2109, 2800, 2802, 6310, 6400, 6401, 6401.7, 6402, 6403, 6404, 6409.6, 2698, et seq., 2699, et seq., 2699.3, and the Industrial Welfare Commission Wage Orders, and also any claim for unpaid wages, including under any theory of rounding, unpaid minimum wage, off-the-clock work, meal and rest period violations, waiting time penalties, itemized wage statement penalties, expense reimbursements, wages for unpaid time, other related wages, restitution, disgorgement, civil or statutory penalties, attorneys' fees, and/or costs and all claims under the Private Attorneys General Act of 2004, under the Unfair Competition Law, Business & Professions Code § 17200, et seq., and/or which are alleged in the First Amended Complaint and Plaintiff's administrative exhaustion letter submitted to the LWDA within the Class Period ("Released Claims"),

2) Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA upon the Effective Date and full funding of the Gross Settlement amount ("Released PAGA Claims"). To the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiff, the LWDA, and all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. only, against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986.

No PAGA Employee can request exclusion from the settlement of the PAGA Claim. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way and you have selected to remain in the Class, you can ask the Court to deny approval of the Settlement by submitting an objection. You can't object to the release of the PAGA Claim or object to the PAGA Settlement Payment. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no additional settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the Settlement in writing or by appearing at the Final Approval Hearing, either in-person or through your attorney. If you appear through your own attorney, you are responsible for paying that attorney. You may appear and orally object regardless of whether you submitted a written objection. Written objections in the Objection Form should be sent to the

Settlement Administrator at ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. If you choose not to submit a written objection using the Objection Form, the written objection in any form should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; (4) the case and number (*Athey v. Walker Evans Enterprises*, Riverside County Superior Court Case No. CVRI2301534); and (5) be postmarked on or before September 2, 2024 and submitted to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.** If you submit a written objection and then request exclusion from, and opt out of, the Class Settlement, you would be deemed to have waived your objection.

If you wish to attend the Final Approval Hearing remotely, you can do so via Zoom link provided on the court's website for Department 1 <https://riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. If you wish to attend the Final Approval Hearing in person, you can attend it at Riverside County Superior Court, Department 1, 4050 Main Street, Riverside, CA 92501.

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the included Request for Exclusion form to the Settlement Administrator at ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. In order to be valid, your Request for Exclusion form must be signed and include the last four digits of your social security number or Employee ID (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement). If you do not have a social security number and do not know your Employee ID, please contact the Settlement Administrator to arrange for an alternate method of confirming your identity.

Your Request for Exclusion form (to remove you from the Class Settlement) must be postmarked on or before September 2, 2024. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion form by the deadline to request exclusion, you will have no further role in the Action as it relates to the Class claims. You will not be able to complain to the Court about any aspect of the Class Settlement and any written objection to the Class Settlement would not be considered valid. **You will not be entitled to any benefit, including money**, as a result of the Action and Settlement, except for any payment you may receive from the PAGA portion of this Settlement.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE SETTLEMENT.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's Fees and Expenses, the Class Representative Service Payment, the Administrative Expenses, and the PAGA Allocation on November 15, 2024, at 8:30 a.m., in Department 1 of the Riverside County Superior Court, 4050 Main Street, Riverside, CA 92501. As described above, if you wish to attend the Final Approval Hearing remotely, you can do so via Zoom link provided on the court's website <https://riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. If you wish to attend the Final Approval Hearing in person, you can attend it at Riverside County Superior Court, Department 1, 4050 Main Street, Riverside, CA 92501. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website by the Settlement Administrator for a period of at least 90 days following the entry of that Order in the Court record. That website is: <https://ilymgroup.com/WalkerEnterprises>.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Amended Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval which was filed with Court on June 6, 2024. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Riverside County Superior Court. Class Members may be required to make an appointment with the Court to view documents. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above.

You may also view documents filed in this case, including the complete Settlement, on the Court's website at: <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>. You may need the case number to access and view case documents (CVRI2301534) NOTE: If you choose to access documents online, the Court will charge you a fee for access. Class Counsel can provide you with copies of the settlement documents at no charge.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

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

NOTIFICACIÓN DE ACUERDO PROPUESTO DE LA DEMANDA COLECTIVA Y DEMANDA REPRESENTATIVA DE LA PAGA

Athey v. Walker Evans Enterprises
Caso No. CVRI2301534 de la Corte Superior del Condado de Riverside

Una corte autorizó esta Notificación. La presente no es una solicitud por parte de un abogado. Usted no está siendo demandado/a.

SI USTED ES O ERA UN EMPLEADO POR HORA DE WALKER EVANS ENTERPRISES (LA “PARTE DEMANDADA”) QUE TRABAJÓ EN CALIFORNIA EN CUALQUIER MOMENTO ENTRE EL 22 DE SEPTIEMBRE DE 2021 Y EL 31 DE AGOSTO DE 2023 (EL “PERÍODO DE LA DEMANDA COLECTIVA”), ESTE ACUERDO PROPUESTO DE LA DEMANDA COLECTIVA Y REPRESENTATIVA EN VIRTUD DE LA PAGA PODRÍA AFECTAR SUS DERECHOS.

¿Por qué usted debería leer esta Notificación?

Se ha llegado a un acuerdo propuesto (el “Acuerdo”) en la demanda colectiva y en virtud de la PAGA titulada *Athey v. Walker Evans Enterprises*, Caso No. CVRI2301534 de la Corte Superior del Condado de Riverside (la “Demanda”). El propósito de esta Notificación de Acuerdo Propuesto de la Demanda Colectiva y de Demanda Representativa de la Ley del Procurador General Privado de 2004 (la “PAGA”, por sus siglas en inglés) (la “Notificación”) es de describir brevemente la Demanda y de informarle sobre sus derechos en relación con la Demanda Colectiva y el Acuerdo propuesto. El Acuerdo propuesto va a resolver todas las reclamaciones en la Denuncia.

SU PAGO ESTIMADO DE ESTE ACUERDO: Su Pago Individual del Acuerdo estimado es de **\$137.04**, que incluye su pago del acuerdo de la Demanda Colectiva en la cantidad estimada de **\$135.83** y, ya que usted **es** también un miembro del grupo de Empleados de la PAGA, su pago del acuerdo en virtud de la PAGA en la cantidad estimada de **\$1.20**.

Se llevará a cabo una audiencia sobre la aprobación final del Acuerdo propuesto ante el Hon. Harold W. Hopp el 15 de noviembre de 2024 a las 08:30 a.m. en el Departamento 1 de la Corte Superior del Condado de Riverside, en 4050 Main Street, Riverside, CA 92501, para determinar si el Acuerdo es justo, adecuado y razonable. Como un Miembro del Acuerdo de la Demanda Colectiva, usted es elegible para recibir un Pago Individual del Acuerdo en virtud del Acuerdo y quedará sujeto a la liberación de las reclamaciones descritas en esta Notificación y el Acuerdo de Solución presentado con la Corte, a menos que usted solicite ser excluido/a del Acuerdo de manera oportuna.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO:	
HACER NADA - OBTENER DINERO	Si usted no hace nada, a usted se le considerará un “Miembro del Acuerdo de la Demanda Colectiva” y va a recibir los beneficios del acuerdo como se explica más detalladamente a continuación. Usted también va a renunciar a sus derechos de presentar una demanda judicial por separado en contra de la Parte Demandada por las Reclamaciones Liberadas afirmadas en la Demanda Colectiva como se explica más detalladamente a continuación.
EXCLUIRSE A USTED MISMO/A DEL ACUERDO. FECHA LÍMITE PARA EXCLUIRSE A USTED MISMO/A: 2 DE SEPTIEMBRE DE 2024	Usted tiene la opción de presentar una demanda judicial por separado en contra de la Parte Demandada con respecto a las reclamaciones en la Demanda Colectiva. Si usted decide hacer esto, usted debe excluirse a usted mismo/a, por escrito, del Acuerdo al llenar y enviar la solicitud incluida para que se le excluya (“Formulario de Solicitud de Exclusión”). Como resultado, usted no va a recibir ningún beneficio en virtud del Acuerdo (con excepción del pago basado en la Reclamación en virtud de la PAGA). Los formularios de Solicitud de Exclusión deben ser presentados antes del 2 de septiembre de 2024.
OPONERSE AL ACUERDO. FECHA LÍMITE PARA PRESENTAR LAS OBJECIONES POR ESCRITO: 2 DE SEPTIEMBRE DE 2024	Para oponerse al Acuerdo, usted puede enviarle por correo una explicación por escrito de por qué a usted no le gusta el Acuerdo al Administrador del Acuerdo al llenar y enviar el formulario de objeción (“Formulario de Objeción”), comparecer a la Audiencia de Aprobación Final o contratar a un abogado a su cargo para que se

	oponga por usted. Esta opción está disponible sólo si usted <u>no</u> se excluye a usted mismo/a del Acuerdo. <u>No</u> presente un formulario de Solicitud de Exclusión si usted desea oponerse. Las objeciones <i>por escrito</i> deben ser presentadas antes del 2 de septiembre de 2024.
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¿Quiénes se ven afectados por este Acuerdo propuesto?

La Corte ha certificado, sólo a efectos del acuerdo, el siguiente colectivo (el “Colectivo”):

Todos los empleados por hora de la Parte Demandada que trabajaron en California durante el Período de la Demanda Colectiva (los “Miembros de la Demanda Colectiva”). El “Período de la Demanda Colectiva” abarca del 22 de septiembre de 2021 al 31 de agosto de 2023.

Todos los empleados por hora de la Parte Demandada que trabajaron en California durante el Período de la PAGA son “empleados agraviados”, según se define en virtud de la PAGA (los “Empleados de la PAGA”). El Período de la PAGA abarca del 27 de marzo de 2022 al 31 de agosto de 2023.

De acuerdo con los registros de la Parte Demandada, usted es un miembro del Colectivo (“Miembro de la Demanda Colectiva”). Los Empleados de la PAGA van a recibir automáticamente su parte proporcional de los \$2,500 asignados de la Asignación en virtud de la PAGA a los Empleados de la PAGA no podrán optar por la liberación de las Reclamaciones de la PAGA y estarán obligados por la liberación de las Reclamaciones de la PAGA incluso si optan por no formar parte del Acuerdo. Los registros de la Parte Demandada indican que usted **es** también un Empleado de la PAGA que trabajó en el Estado de California en cualquier momento durante el Período de la PAGA del 27 de marzo de 2022 al 31 de agosto de 2023.

¿De qué se trata este caso?

En la Demanda, la Parte Demandante, Scott Allen Athey (la “Parte Demandante”), alega en nombre de él mismo y del Colectivo que la Parte Demandada: (1) no pagó todos los salarios; (2) no proporcionó los períodos para comer; (3) no autorizó ni permitió los períodos de descanso; (4) no pagó a tiempo todos los salarios al momento de terminar la relación laboral; (5) no proporcionó declaraciones de salarios detalladas y precisas; (6) no indemnizó los gastos comerciales necesarios; (7) violó la sección 17200 y ss. del Código de Negocios y Profesiones de California de la Ley de Competencia Desleal de California; y (8) violó las disposiciones del Código de Trabajo que dan lugar a sanciones civiles en virtud del Código de Trabajo de la Ley del Procurador General Privado del 2004 [Código de Trabajo § 2699 y ss.] (“PAGA”, por sus siglas en inglés). La Parte Demandante busca, entre otras cosas, la recuperación de los salarios no pagados y las primas de los períodos para comer y de descanso, los gastos comerciales no reembolsados, la restitución, sanciones, intereses y honorarios y costos de los abogados.

La reclamación en virtud de la Ley del Procurador General Privado de 2004 del Código de Trabajo [Código de Trabajo § 2699 y ss.] (“PAGA”, por sus siglas en inglés) alegada por la Parte Demandante les permite a los empleados presentar una demanda representativa en nombre de ellos mismos, de todos los otros empleados agraviados y del Estado de California por presuntas violaciones del Código de Trabajo para recuperar las sanciones civiles por las mismas violaciones del Código de Trabajo (no daños salariales reales, sino sanciones civiles por violaciones del Código de Trabajo de California que podrían haber sido solicitadas por el Estado de California).

La Parte Demandada niega toda responsabilidad y están convencidos de que tienen sólidas defensas de hecho y de derecho para estas reclamaciones, pero reconoce los riesgos, distracciones y costos asociados con el litigio. La Parte Demandada sostiene que su conducta es y ha sido legal en todos los momentos pertinentes y que las reclamaciones de la Parte Demandante no cumplen con los requisitos para la certificación de una demanda colectiva.

Este Acuerdo es un compromiso al que se llegó después de negociaciones de buena fe y en condiciones de plena competencia entre la Parte Demandante y la Parte Demandada (las “Partes”) a través de sus abogados y no es una admisión de responsabilidad por parte de la Parte Demandada. Ambas partes coinciden en que este Acuerdo es justo, adecuado y razonable. La Parte Demandante también cree que este Acuerdo está en el mejor interés de todos los Miembros de la Demanda Colectiva.

La Corte no se ha pronunciado sobre los méritos de las reclamaciones de las Partes Demandantes o las defensas de la Parte Demandada. La Corte sólo ha determinado que hay pruebas suficientes para sugerir que el acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier determinación final de estas cuestiones se hará en la audiencia final.

¿Quiénes son los abogados que representan a las Partes?

Los abogados que representan a las Partes en la Demanda Colectiva son:

Abogados de la Demanda Colectiva

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

Teléfono: (323) 410-5050

Abogados de la Parte Demandada

Richard D. Marca

Richard.Marca@varnerbrandt.com

Alisha Maline

Alisha.Maline@varnerbrandt.com

VARNER & BRANDT LLP

3750 University Avenue, Floor 6

Riverside, CA 92501

Teléfono: (951) 274-7777

Fax: (951) 274-7770

¿Cuáles son los términos del Acuerdo?

Sujeto a la aprobación de la Corte, la Parte Demandada va a pagar \$175,000.00 (el “Importe Bruto del Acuerdo”) para: (a) los Pagos Individuales del Acuerdo para los Miembros del Acuerdo de la Demanda Colectiva; (b) el Pago de Servicio del Representante de la Demanda Colectiva aprobado por la Corte a la Parte Demandante (se solicitarán \$10,000.00); (c) los honorarios y costos de los abogados aprobados por la Corte para los Abogados de la Demanda Colectiva (los “Honorarios y Costos de los Abogados de la Demanda Colectiva”) (se solicitarán \$58,333.33 en honorarios y un máximo de \$22,000.00 en costos); (d) el pago a la Agencia del Trabajo y del Desarrollo Laboral (“LWDA”, por sus siglas en inglés) por las presuntas sanciones en virtud de la PAGA (el “Pago de las Sanciones de la PAGA”) (\$10,000 destinados para el acuerdo en virtud de la PAGA); y (e) el pago al Administrador del Acuerdo por los servicios de administración del acuerdo (los “Costos de Administración”) (se estima que no sea mayor a \$6,950.00).

Pagos Individuales del Acuerdo. Los Miembros de la Demanda Colectiva que no soliciten de manera oportuna y adecuada que se les excluya del Acuerdo (los “Miembros del Acuerdo de la Demanda Colectiva”) van a recibir una parte del Importe Neto del Acuerdo, y los Miembros de la Demanda Colectiva que también son empleados de la PAGA recibirán una parte de los \$2,500.00 del Acuerdo en virtud de la PAGA asignada a los Empleados de la PAGA (el “Pago del Acuerdo en virtud de la PAGA”), independientemente de si solicitan que se les excluya del acuerdo o no (el pago total a un Miembro de la Demanda Colectiva es su “Pago Individual del Acuerdo”).

El “Importe Neto del Acuerdo” se va a calcular deduciendo del Importe Bruto del Acuerdo los Honorarios y Gastos de los Abogados de la Demanda Colectiva, el Pago de Servicio de los Representantes de la Demanda Colectiva, el Pago de las Sanciones de la PAGA y los Costos de Administración. Los pagos hechos por la Parte Demandada del Importe Neto del Acuerdo van a ser incluidos en los Pagos del Acuerdo a cada Miembro del Acuerdo de la Demanda Colectiva (los “Pagos del Acuerdo de la Demanda Colectiva”) y a cada Empleado de la PAGA (los “Pagos del Acuerdo en virtud de la PAGA”).

El Pago del Acuerdo de la Demanda Colectiva será dividido entre todos los Miembros del Acuerdo de la Demanda Colectiva de manera proporcional basándose en el número total de semanas de trabajo trabajadas por cada Miembro del Acuerdo de la Demanda Colectiva durante el Período de la Demanda Colectiva. La parte del Importe Neto del Acuerdo pagado a un Miembro del Acuerdo de la Demanda Colectiva = Importe Neto del Acuerdo (menos \$2,500.00 reservados para todo el Pago del Acuerdo en virtud de la PAGA) × el número de semanas de trabajo trabajadas por un Miembro del Acuerdo de la Demanda Colectiva ÷ el número de semanas de trabajo trabajadas por todos los Miembros del Acuerdo de la Demanda Colectiva.

El Pago del Acuerdo en virtud de la PAGA se dividirá entre todos los Empleados de la PAGA sobre una base proporcional basada en el número total de períodos de pago trabajados por cada Empleado de la PAGA durante el Período de la PAGA. La Parte del Pago del Acuerdo en virtud de la PAGA pagado a cada Empleado de la PAGA = \$2,500.00 × los períodos de pago trabajados por un Empleado de la PAGA (durante el Período de la PAGA) ÷ los períodos de pago trabajados por todos los Empleados de la PAGA (durante el Período de la PAGA).

La Parte del Acuerdo promedio estimada es de aproximadamente: **\$361.94.**

La Parte del Acuerdo más alta estimada es de aproximadamente: **\$683.26.**

La Parte del Acuerdo más baja estimada es de aproximadamente: **\$6.47.**

De acuerdo con los registros de la Parte Demandada:

- Del 22 de septiembre de 2021 al 31 de agosto de 2023 (es decir, el Período de la Demanda Colectiva), a usted se le acredita haber trabajado **21.00** Semanas de Trabajo.
- Del 27 de marzo de 2022 al 31 de agosto de 2023 (es decir, el Período de la PAGA), a usted se le acredita haber trabajado **2.00** Períodos de Pago.

Si usted desea disputar las Semanas de Trabajo que se le acreditan a usted, debe presentarle una carta escrita (la “Disputa”) que debe: (a) contener su nombre completo, dirección actual, número de teléfono actual, últimos cuatro dígitos de su número del Seguro Social o número de Identificación de empleado y firma; (b) contener el nombre y número del caso de la Demanda (Athey v. Walker Evans Enterprises, Case No. CVRI2301534; (c) contener una declaración clara en la que explica la base para su disputa; (d) adjuntar cualquier documentación que usted tenga que apoye la disputa; y (e) ser enviada o presentada al Administrador del Acuerdo, con matasellos de o entregada el o antes del 2 de septiembre de 2024 a:

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Usted debe presentar pruebas documentales que respalden su afirmación. Los registros de la Parte Demandada se presumirán como correctos a menos que usted demuestre lo contrario por medio de pruebas fiables. El Administrador del Acuerdo y las Partes van a intentar resolver todas las disputas de semanas de trabajo con usted de manera informal. Si no pueden resolver su disputa de semanas de trabajo con usted de manera informal, la disputa va a ser presentada por las Partes a la Corte para su resolución final.

La Parte del Acuerdo y el Pago Individual en virtud de la PAGA se basa en el número de Semanas de Trabajo que se le acreditan a usted.

En virtud de los términos del Acuerdo, se estima que su Parte del Acuerdo es de **\$135.83**. La Parte del Acuerdo está sujeta a una reducción para la parte de los empleados por impuestos y retenciones con respecto a la porción de los salarios de la Parte del Acuerdo.

En virtud de los términos del Acuerdo, su se estima que su Parte Individual del Acuerdo es de **\$1.20**.

El proceso de aprobación del acuerdo puede tardar muchos meses. Su Pago Individual de la Demanda Colectiva y/o su Pago Individual en virtud de la PAGA (si aplica) reflejados en esta Notificación son sólo estimaciones. Su Parte del Acuerdo real y su Pago Individual en virtud de la PAGA (si aplica) reales podrían ser más altos o más bajos. Los pagos van a ser distribuidos sólo después de que la Corte conceda la aprobación final del Acuerdo y después de que el Acuerdo entre en vigor.

Para fines de declaración de impuestos, los pagos a los Miembros de la Demanda Colectiva van a ser asignados como 20 a los salarios, 40% a las sanciones y 40% a los intereses. Todos los Pagos del Acuerdo en virtud de la PAGA van a ser asignados 100% como sanciones. La parte del salario de los Pagos Individuales del Acuerdo estarán sujetos a la retención de los impuestos locales, estatales y federales aplicables y el Administrador del Acuerdo deberá deducir los impuestos aplicables sobre la nómina de los empleados de la porción del salario de los Pagos Individuales del Acuerdo. La parte de los Pagos Individuales del Acuerdo asignada como sanciones civiles e intereses se clasificará como otros ingresos varios y se informará en un IRS Form 1099-MISC si así lo exigen las leyes fiscales. Cualquier impuesto debido en esos otros ingresos varios van a ser la responsabilidad de los Miembros de la Demanda Colectiva que reciben esos pagos. La parte del empleador de cualquier impuesto sobre la nómina va a ser pagada por separado por la Parte Demandada.

Todos los cheques por los Pagos Individuales del Acuerdo pagados a los Miembros de la Demanda Colectiva van a permanecer válidos y negociables por ciento ochenta (180) días a partir de la fecha en que los cheques fueron emitidos y serán automáticamente nulos a partir de entonces si no son reclamados o negociados por un Miembro de la Demanda Colectiva dentro de ese tiempo. Cualquier Pago Individual del Acuerdo que no sea reclamado o negociado por un Miembro de la Demanda Colectiva en un plazo de ciento ochenta (180) días de su emisión va a ser transferido a la Legal Aid Society de San Bernardino con sujeción a los requisitos del Código de Procedimiento Civil de California § 384(b) (el “Beneficiario del Cy Pres”) que fue seleccionado porque su misión es proporcionar igualdad de acceso a la justicia ofreciendo educación legal, asesoramiento y servicios de defensa para los necesitados, independientemente de sus capacidades financieras. En tal caso, los Miembros del Acuerdo de la Demanda Colectiva y los Empleados de la PAGA permanecerán vinculados por el Acuerdo.

La “Fecha de Entrada en Vigor” del Acuerdo va a ser en la que ocurra la última de las siguientes: (a) si no hay objeciones al acuerdo, entonces la fecha de aprobación final por la Corte; (b) si hay objeciones al acuerdo, y si no se solicita una apelación, una revisión o un recurso de la orden que concede la aprobación final del acuerdo, el día 31 después de la notificación de entrada en vigor de la orden; o (c) si se solicita una apelación, una revisión o un recurso de la orden, el día después de que la orden se afirme o la apelación, revisión o recurso se desestime o deniegue y la orden ya no esté sujeta a una revisión judicial adicional. La Parte Demandada va a financiar la cuenta del acuerdo y va a distribuir el Importe Bruto del Acuerdo al Administrador del Acuerdo en un plazo de veinte y un (21) días de la Fecha de Entrada en Vigor. El Administrador del Acuerdo va a enviar por correo los Pagos del Acuerdo a los Miembros de la Demanda Colectiva sólo DESPUÉS de que se realice el pago por la Parte Demandada del Importe Bruto del Acuerdo.

POR FAVOR SEA PACIENTE Y ACTUALICE AL ADMINISTRADOR DEL ACUERDO CON SU NUEVA DIRECCIÓN SI SE MUDA DESPUÉS DE RECIBIR ESTE AVISO O SI RECIBIÓ ESTE AVISO COMO CORREO REENVIADO.

Ninguna de las Partes o sus abogados hace ningún tipo de declaración con respecto a las consecuencias fiscales de este Acuerdo o de su participación en el mismo. Los Miembros de la Demanda Colectiva deben consultar con sus propios asesores fiscales con respecto a las consecuencias fiscales de este Acuerdo. Los Abogados de la Demanda Colectiva no pueden ofrecer asesoramiento sobre las consecuencias fiscales estatales o federales de los pagos a cualquier Miembro del Acuerdo de la Demanda Colectiva.

Los Honorarios y Gastos de los Abogados de la Demanda Colectiva, el Pago de Servicio del Representante de la Demanda Colectiva, los Gastos de Administración, el Pago de la LWDA de la PAGA. Los Abogados de la Demanda Colectiva le pedirán a la Corte que conceda honorarios de los abogados de un máximo de \$58,333.33 (un tercio) del Importe Bruto del Acuerdo y el reembolso de los costos razonables incurridos en la Demanda que no excedan los \$22,000. Además, los Abogados de la Demanda Colectiva les van a pedir a la Corte que autoricen el Pago de Servicio del Representante de la Demanda Colectiva hecho a la Parte Demandante por un importe de \$10,000.00, por sus esfuerzos al presentar la Demanda en nombre del Colectivo y por la liberación general de sus reclamaciones conocidas y desconocidas, además de las reclamaciones liberadas por cada miembro de la demanda colectiva. Las Partes estiman que el costo de administrar el Acuerdo no va a exceder los \$6,950.00. El Pago de las Sanciones de la PAGA por el importe de \$7,500.00 también se va a realizar a la LWDA por las sanciones de la PAGA, que representa el 75% de los \$10,000.00 de Asignación de la PAGA.

¿Qué reclamaciones están siendo liberadas por el Acuerdo propuesto?

Tras la aprobación final por parte de la Corte de este Acuerdo y del pago de la Parte Demandada de todas las cantidades debidas en virtud de este Acuerdo, y salvo en lo que respecta tales derechos o reclamaciones como pueden ser creados por este Acuerdo, el Representante de la Demanda Colectiva, el Colectivo y cada Miembro del Acuerdo de la Demanda Colectiva que no ha presentado una solicitud de exclusión válida y oportuna con respecto a todas las reclamaciones que no sean las reclamaciones de la PAGA, van a liberar las reclamaciones de la siguiente manera:

(a) Identidad de las Partes Liberadas. Las partes liberadas son la Parte Demandada y sus oficiales, directores, gerentes, empleados y agentes pasados, presentes y/o futuros, incluyendo, pero sin limitarse a, Walker R. Evans, Phyllis E. Evans y Randal C. Anderson (en conjunto, las “Partes Liberadas”).

(b) Fecha en que la Liberación Entra en Vigor. Las Reclamaciones Liberadas van a ser liberadas después de que ocurra lo último entre (1) la Fecha de Entrada en Vigor del Acuerdo o (2) cuando la Parte Demandada cumpla con su obligación de proporcionarle al Administrador del Acuerdo una suma en la cantidad requerida para satisfacer todos los pagos requeridos y distribuciones de acuerdo con este Acuerdo y la Orden y Juicio de aprobación final. Los Miembros de la Demanda Colectiva no van a liberar las Reclamaciones Liberadas o las Reclamaciones Liberadas de la PAGA hasta que haya pasado la Fecha de Entrada en Vigor del Acuerdo y la Parte Demandada haya pagado todos los importes debidos en virtud de este Acuerdo.

(c) Reclamaciones Liberadas por los Miembros del Acuerdo de la Demanda Colectiva. Todos y cada uno de los Miembros de la Demanda Colectiva, en nombre de ellos mismos y de sus sucesores, cesionarios y/o agentes, a menos que esa persona haya presentado una Solicitud para Excluirse a sí Mismo/a de manera oportuna y válida (que no va a llevar a cabo una exclusión de la liberación de las Reclamaciones Liberadas de la PAGA) liberan con la presente a las Partes Liberadas de las siguientes reclamaciones por todo el Período de la Demanda Colectiva:

1) todas y cada una de las reclamaciones que fueron alegadas, o que razonablemente pudieron haber sido alegadas sobre la base de las alegaciones de hecho contenidas en la denuncia operativa de la Parte Demandante, incluyendo, pero sin limitarse a, las reclamaciones de conformidad con las secciones 201, 202, 203, 204, 210, 226, y ss., 226.2, 226.3, 226.7, 510, 512, 1174, y ss., 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2101, 2102, 2103, 2104, 2109, 2800, 2802, 6310, 6400, 6401, 6401.7, 6402, 6403, 6404, 6409.6, 2698, y ss., 2699, y ss., 2699.3 del Código de Trabajo de California, y las Órdenes Salariales de la Comisión de Bienestar Industrial, y también cualquier reclamaciones por salarios no pagados, incluyendo en virtud de cualquier teoría de redondeo, salarios mínimos no pagados, trabajo fuera de horario, violaciones de los períodos para comer y de descanso, sanciones de tiempo de espera, sanciones por declaraciones de salarios detalladas, reembolso de gastos, salarios por tiempo no pagado, otros salarios relacionados, restitución, sanciones civiles o estatutarias, honorarios y/o costos de los abogados y todas las reclamaciones en virtud de la Ley del Procurador General Privado de 2004, en virtud de la Ley de Competencia Desleal, Código de Negocios y Profesiones § 17200, y ss., y/o que se alegan en la Primera Denuncia Enmendada y la carta de

agotamiento de recursos administrativos de la Parte Demandante presentada a la LWDA dentro del Período de la Demanda Colectiva (las “Reclamaciones Liberadas”),

2) La Parte Demandante libera todas las reclamaciones por sanciones estatutarias que pudieron haber sido solicitadas por el Comisionado Laboral por las violaciones identificadas en la carta de presentación previa de la Parte Demandante a la LWDA en la Fecha de Entrada en Vigor y la financiación total del Importe Bruto del Acuerdo (las “Reclamaciones Liberadas de la PAGA”). En la medida máxima permitida por la ley, la sentencia definitiva dictada en virtud de este acuerdo va a obligar a todos los que estarían obligados por una sentencia si la demanda hubiera sido interpuesta por la LWDA, incluyendo la Parte Demandante, la LWDA y todos los Miembros de la Demanda Colectiva empleados durante el Período de las Reclamaciones Liberadas de la PAGA, independientemente de si solicitaron la exclusión del Acuerdo o no, con respecto a la recuperación de sanciones civiles sólo en virtud de la Ley del Procurador General Privado de California, Código de Trabajo de California § 2698, y ss. en contra de las Partes Liberadas. *Vea Arias v. Superior Court* (2009) 46 Cal.4th 986.

Ningún Empleado de la PAGA puede solicitar una exclusión del acuerdo de la Reclamación de la PAGA. Los Empleados de la PAGA están obligados a la liberación de las Reclamaciones de la PAGA independientemente de si cobran su Cheque de Pago en virtud de la PAGA o no.

¿Cuáles son mis opciones en este caso?

Usted tiene dos opciones en virtud de este Acuerdo, cada una de las cuales se explicará con más detalle a continuación. Usted puede: (A) permanecer en el Colectivo y recibir un Pago Individual del Acuerdo o (B) excluirse a usted mismo/a del Acuerdo. Si usted elige la opción (A), usted también puede oponerse al Acuerdo, según se explica a continuación.

Si usted permanece en la Demanda Colectiva, usted va a ser representado sin costo alguno por los Abogados de la Demanda Colectiva. Sin embargo, los Abogados de la Demanda Colectiva no le van a representar con el fin de presentar objeciones al Acuerdo. Si usted no se excluye a usted mismo/a del Acuerdo, usted quedará sujeto a cualquier Juicio que será presentado en la Demanda, incluyendo la liberación de las Reclamaciones Liberadas como se describió anteriormente.

OPCIÓN A. Permanecer en la Demanda Colectiva. Si usted desea permanecer en la Demanda Colectiva y ser elegible para recibir un Pago Individual del Acuerdo, **usted no necesita tomar ninguna medida.** Al permanecer en la Demanda Colectiva y recibir dinero para resolver sus reclamaciones de la demanda colectiva, usted da su consentimiento para la liberación de las Reclamaciones Liberadas como se describió anteriormente.

Cualquier importe pagado a los Miembros del Acuerdo de la Demanda Colectiva no va a contar o será contado para determinar la elegibilidad para, o el cálculo de, cualquier beneficios para los empleados (por ejemplo, vacaciones, paga de vacaciones, planes de jubilación, planes de compensación diferida no calificados, etc.), o de otra manera modificará cualquier criterio de elegibilidad en virtud de cualquier plan de beneficios de jubilación para los empleados o plan de bienestar de los empleados patrocinado por la Parte Demandada, a menos que sea requerido por la ley de otra manera.

Oponerse al Acuerdo: Si usted cree que el Acuerdo propuesto no es justo, razonable o adecuado de ninguna manera y ha seleccionado permanecer en la Demanda Colectiva, usted puede pedirle a la Corte que deniegue la aprobación del Acuerdo presentando una objeción. Usted no puede oponerse a la liberación de las Reclamaciones de la PAGA u oponerse al Pago del Acuerdo en virtud de la PAGA. Usted no puede pedirle a la Corte que ordene un acuerdo mayor; la Corte sólo puede aprobar o negar el acuerdo. Si la Corte deniega la aprobación, no se enviarán pagos adicionales y la Demanda continuará. Si eso es lo que usted quiere que suceda, debe oponerse.

Usted puede oponerse al Acuerdo por escrito o presentándose en la Audiencia de Aprobación Final, ya sea en persona o a través de su abogado. Si usted comparece a través de su propio abogado, usted es responsable de pagarle a ese abogado. Usted puede comparecer y oponerse oralmente independientemente de si presentó una objeción por escrito o no. Las objeciones por escrito en el Formulario de Objeción deben ser enviadas al Administrador del Acuerdo a ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781 Si usted decide no presentar una objeción por escrito utilizando el Formulario de Objeción, la objeción por escrito en cualquier forma debe contener suficiente información para confirmar su identidad y las bases de la objeción, incluyendo: (1) su nombre completo; (2) los motivos de la objeción; (3) su firma; (4) el caso y número (*Athey v. Walker Evans Enterprises*, Riverside County Superior Court Case No. CVRI2301534); y (5) contar con matasellos del o antes del 2 de septiembre de 2024 y ser presentada al Administrador del Acuerdo a la dirección indicada más arriba. Usted también puede contratar a un abogado a su propio costo para que le represente en su objeción. Las Partes deberán presentar respuestas a cualquier objeción por escrito antes de la Audiencia de Aprobación Final. Independientemente de si usted se opone por escrito o no, la Corte puede, a su entera discreción, permitirle declarar cualquier objeción que usted pueda tener en la Audiencia de Aprobación Final. **Incluso si usted presenta una objeción, usted quedará vinculado por los términos del Acuerdo, incluyendo la liberación de las Reclamaciones Liberadas como se ha expuesto anteriormente, a menos que el Acuerdo no sea finalmente aprobado por**

la Corte. Si usted presenta una objeción por escrito y luego solicita que se le excluya, y se le excluye, del Acuerdo de la Demanda Colectiva, se considerará que ha renunciado a su objeción.

Si usted desea asistir a la Audiencia de Aprobación Final de manera remota, puede hacerlo a través del enlace de Zoom proporcionado en el sitio web de la Corte para el Departamento 1 <https://riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. Si usted desea asistir a la Audiencia de Aprobación Final en persona, puede asistir a la Corte Superior del Condado de Riverside, Departamento 1, 4050 Main Street, Riverside, CA 92501.

Independientemente de la forma, una objeción por sí sola no va a satisfacer el requisito de que un Miembro de la Demanda Colectiva debe intervenir de manera formal y ser parte del registro en la demanda para apelar un Juicio presentado después de una Orden finalmente aprobando este Acuerdo, tal como se exige en virtud de la decisión de la Corte Suprema de California de *Hernandez v. Restoration Hardware*, 4 Cal. 5º 260 (2018).

OPCIÓN B. Solicitar que se le Excluya de la Demanda Colectiva y no recibir ningún dinero de la porción de la Demanda Colectiva del Acuerdo (los Empleados de la PAGA igual van a recibir su parte del Pago de los Empleados de la PAGA).

Usted no puede solicitar que se le excluya de la parte de la PAGA de este Acuerdo. Sin embargo, si usted no desea ser parte del Acuerdo de la Demanda Colectiva, usted debe llenar y enviar el formulario de Solicitud de Exclusión incluido al Administrador del Acuerdo en ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. Para que sea válido, su formulario de Solicitud de Exclusión debe estar firmado e incluir los últimos cuatro dígitos de su número del seguro social o Identificación de Empleado (para confirmar su identidad y asegurar que sólo las personas que solicitan la exclusión sean eliminadas del acuerdo). Si usted no tiene un número del seguro social y no conoce su Identificación del Empleado, por favor, póngase en contacto con el Administrador del Acuerdo para organizar un método alternativo para confirmar su identidad.

Su formulario de Solicitud de Exclusión (para eliminarle del Acuerdo de la Demanda Colectiva) debe ser matasellado el o antes del 2 de septiembre de 2024. Si usted no presenta un formulario de Solicitud de Exclusión a tiempo (como se evidencia por el matasellos), su solicitud para que se le excluya del Acuerdo va a ser rechazada, usted se considerará un Miembro del Acuerdo de la Demanda Colectiva y usted quedará sujeto a las Reclamaciones Liberadas como se describió anteriormente y todos los otros términos del Acuerdo. Si usted presenta un formulario de Solicitud de Exclusión dentro de la fecha límite para solicitar la exclusión, usted no tendrá ninguna otra función en la Demanda en relación con las reclamaciones de la Demanda Colectiva. Usted no podrá quejarse con la Corte sobre ningún aspecto del Acuerdo de la Demanda Colectiva y cualquier objeción por escrito al Acuerdo de la Demanda Colectiva no va a ser considerada válida. **Usted no tendrá derecho a ningún beneficio, incluyendo la compensación**, como resultado de la Demanda y del Acuerdo, salvo para cualquier pago que pueda recibir de la parte de la PAGA de este Acuerdo.

IMPORTANTE: NO PRESENTE UNA SOLICITUD DE EXCLUSIÓN SI USTED DESEA QUE SE LE INCLUYA EN EL ACUERDO DE LA DEMANDA COLECTIVA Y RECIBIR SU PARTE DE LA COMPENSACIÓN DISPONIBLE COMO PARTE DEL ACUERDO.

¿Cuál es el próximo paso en la aprobación del Acuerdo?

La Corte va a celebrar una Audiencia de Aprobación Final relacionada con la equidad, razonabilidad e idoneidad del Acuerdo propuesto, el plan de distribución, la solicitud de los Honorarios y Gastos de los Abogados de la Demanda Colectiva, el Pago de Servicio de los Representantes de la Demanda Colectiva, los Costos de Administración y la Asignación de la PAGA el 15 de noviembre del 2024 a las 8:30 a.m., en el Departamento 1 de la Corte Superior del Condado de Riverside, en 4050 Main Street, Riverside, CA 92501. Como se ha descrito anteriormente, si usted desea asistir a la Audiencia de Aprobación Final de manera remota, puede hacerlo a través del enlace de Zoom proporcionado en el sitio web de la Corte <https://riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. Si usted desea asistir a la Audiencia de Aprobación Final en persona, puede asistir a la Corte Superior del Condado de Riverside, Departamento 1, 4050 Main Street, Riverside, CA 92501. La Audiencia de Aprobación Final se puede continuar sin previo aviso a los Miembros de la Demanda Colectiva. No se requiere que usted asista a la Audiencia de Aprobación Final para recibir un Pago Individual del Acuerdo.

Si la Corte concede la Aprobación Final del Acuerdo, la Orden que concede la Aprobación Final e introduce una Sentencia va a ser publicada en un sitio web por el Administrador del Acuerdo por un período de al menos 90 días después de que se introduzca dicha Orden en el registro de la Corte. El sitio web es: <https://ilymgroup.com/WalkerEnterprises>.

¿Cómo puede obtener más información?

Esta Notificación resume la Demanda y los términos básicos del Acuerdo. Hay más detalles en la Estipulación Conjunta Enmendada del Acuerdo de la Demanda Colectiva y Demanda Representativa en virtud de la PAGA adjunta a la Declaración

de Lilit Tunyan en Favor de la Moción de Aprobación Preliminar de la Parte Demandante, que fue presentada en la Corte el 6 de junio de 2024. La Estipulación Conjunta del Acuerdo de la Demanda Colectiva y Demanda Representativa en virtud de la PAGA y todos los otros registros relacionados con la demanda se encuentran disponibles para su inspección y/o copiado en la Oficina de Registros Civiles de la Corte Superior del Condado de Riverside. Se puede requerir que los Miembros de la Demanda Colectiva hagan una cita con la Corte para ver documentos. Usted también puede solicitar una copia del Acuerdo de Solución de los Abogados de la Demanda Colectiva a la dirección especificada arriba.

Usted también puede ver los documentos presentados en este caso, incluyendo el Acuerdo completo, en el sitio web de la Corte en: <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>. Es posible que necesite el número de caso para acceder y ver los documentos del caso (CVRI2301534) NOTA: Si usted desea acceder a los documentos en línea, la Corte le cobrará un cargo por el acceso. Los Abogados de la Demanda Colectiva le pueden proporcionar copias de los documentos del acuerdo sin cargo.

POR FAVOR, NO CONTACTE A LA CORTE PARA OBTENER INFORMACIÓN EN RELACIÓN CON ESTE ACUERDO.

SI USTED TIENE ALGUNA PREGUNTA, USTED PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 250-6810.

EXHIBIT “B”

Case Name: Athey v. Walker Evans Enterprises

Friday, March 15, 2024

Requesting Attorneys Name:

E-Mail:

ILYM Contact:

E-Mail:

Contact Number:

Lilit Tunyan, Esq.

ltunyan@tunyanlaw.com

Lisa Mullins

Lisa@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	200
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
Post Judgment to ILYM Group's Website	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$2,205.00
Notification & Mailing:	\$757.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,768.00
Case Conclusion:	\$895.00

ILYM's Not To Exceed Fees & Expenses: \$6,950.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Athey v. Walker Evans Enterprises

Friday, March 15, 2024

Requesting Attorneys Name: Lilit Tunyan, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$75.00	1	\$75.00
Toll Free Customer Service Representative	Flat Fee	\$100.00	1	\$100.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,205.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.50	200	\$300.00
USPS First Class Postage	Per Piece	\$0.88	200	\$176.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	30	\$60.00
Storage, Photocopies, Deliveries	Flat Fee	\$221.00	1	\$221.00

Subtotal \$757.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Athey v. Walker Evans Enterprises

Friday, March 15, 2024

Requesting Attorneys Name: Lilit Tunyan, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	200	\$200.00
USPS First Class Postage	Per Piece	\$0.64	200	\$128.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	20	\$30.00
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$2,768.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	1	\$120.00
Process Unclaimed Funds to Cy Pres	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$895.00

Not To Exceed: \$6,950.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **DECLARATION OF CASSANDRA POLITES OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Attorneys for Defendants Walker Evans Enterprises, Phyllis E. Evans, Randall C. Anderson, Walker R. Evans

- I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 23, 2024 at Glendale, California.

Signature