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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

KEITH O'SHEA

Plaintiff,

vs.

VECTOR LABORATORIES, INC.

Defendant.

Case No. 23CV035196

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

Date: March 25, 2026
Time: 1:30 p.m.

Judge: Hon. Patrick McKinney
Dept.: 18

1 I, Nathalie Hernandez, declare as follows:

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

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

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

26 4. On November 13, 2025, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice
28 Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On December 23, 2025, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, personnel number, social security number, last known
3 mailing address, last known telephone number and employment dates for each Settlement Class
4 Member. The data file was uploaded to our database and checked for duplicates and other possible
5 discrepancies. The Class List contained 46 individuals with 3,806 workweeks during the Class
6 Period and 29 Aggrieved Employees with 1,853 workweeks during the PAGA Period.

7 6. As part of the preparation for mailing, all 46 names and addresses contained in the
8 Class List were then processed against the National Change of Address (“NCOA”) database,
9 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
10 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
11 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
12 address was found in the NCOA database, the updated address was used for the mailing of the
13 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
14 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

15 7. On January 15, 2026, the Notice Packet was mailed, via U.S First Class Mail, to all
16 46 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
17 copy of the mailed Notice Packet.

18 8. As of the date of this declaration, 2 Notice Packets have been returned to our office
19 as undeliverable. ILYM Group performed a computerized skip trace on the 2 returned Notice
20 Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose
21 of re-mailing the Notice Packet. As a result of this skip trace, 2 updated addresses were obtained
22 and the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S First
23 Class Mail.

24 9. As of the date of this declaration, a total of 2 Notice Packets have been re-mailed.
25 Specifically, 2 have been re-mailed as a result of ILYM Group’s skip tracing efforts. As such, no
26 Notice Packets are currently considered undeliverable.

27 10. As of the date of this declaration, ILYM Group has not received any requests for
28 exclusion. The deadline to request exclusion from the Settlement is March 16, 2026.

1 11. As of the date of this declaration, ILYM Group has not received any objections to
2 the Settlement. The deadline to file an objection to the Settlement is March 16, 2026.

3 12. As of the date of this declaration, ILYM Group has not received any disputes from
4 Settlement Class Members. The deadline to submit a dispute is March 16, 2026.

5 13. As of the date of this declaration, ILYM Group will report a total of 46 Participating
6 Claimants, representing 100% of the 46 Settlement Class Members.

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

13	Gross Settlement Fund	\$ 179,750.00
14	Class Counsel Fees	\$ 59,916.00
15	Class Counsel Litigation Costs	\$ 31,813.83
16	Enhancement Award - Keith O'Shea	\$ 10,000.00
17	Administration Fees	\$ 5,450.00
18	LWDA	\$ 7,500.00
19	Aggrieved Employees	\$ 2,500.00
20	Net Settlement Fund (estimated)	\$ 62,570.17

21 Per the Settlement Agreement, Defendant will receive a credit of \$29,750.00 for the settlement
22 funds it has already paid to Settlement Class Members.

23 15. To determine a Participating Claimant's Class Member's individual settlement
24 award payment, the Net Settlement Fund after the credit is deducted will be divided by the total
25 number of workweeks worked by all Participating Class Members during the Class Period,
26 multiplied by the number of workweeks worked by that Participating Class Member. Based on
27 these calculations, the Participating Class Members will receive an estimated average gross
28

1 payment of \$713.48, with the estimated highest gross payment being \$2,173.06, and the estimated
2 lowest gross payment being \$8.62, which represents one workweek.

3 16. The PAGA payment shares to the Aggrieved Employees will be calculated based on
4 the Aggrieved Employee's number of PAGA workweeks worked during the PAGA Period. The
5 distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio
6 of the PAGA workweeks worked by each Aggrieved Employee during the PAGA Period, to the
7 total number of applicable PAGA workweeks worked by all Aggrieved Employees during the
8 PAGA Period. Based on these calculations Aggrieved Employees will receive an estimated average
9 payment of \$86.21, with the estimated highest payment being \$242.85.

10 17. ILYM Group's total fees and costs for services in connection with the administration
11 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
12 costs for completion of the settlement administration, are \$5,450.00. ILYM Group's work in
13 connection with this matter will continue with the calculation of the settlement award payments,
14 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
15 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
16 Group to perform.

17 I declare under penalty of perjury under the laws of the State of California and the United
18 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
19 was executed this 2nd day of March 2026, at Tustin, California.

20
21
22 
Nathalie Hernandez

EXHIBIT “A”

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA

*Keith O'Shea, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, v.
Vector Laboratories, Inc., Defendant*

Case No. 23CV035196 (the "Class Action") and Case No. 23CV049223 (the "PAGA Action") (collectively
"Complaints")

NOTICE OF CLASS ACTION SETTLEMENT

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

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

TO: All hourly, non-exempt employees (a) who are or were employed by Vector Laboratories, Inc. ("Defendant" or "Vector") in California at any time from June 6, 2019 through November 12, 2025 (this time period is referred to as the "Class Period"); and (b) and who did not already release all of their claims against Defendant during the Class Period.

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Settlement Share is estimated to be \$«Class_Estimated_Settlement_Amount» (less withholding) and your Individual PAGA Settlement Share is estimated to be \$«PAGA_Estimated_Settlement_Amount».** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that **you worked «Class_Work_Weeks» workweeks** during the Class Period (the Class Period is June 6, 2019 through November 12, 2025) for which you did not already sign a release releasing your claims against Defendant and **you worked «PAGA_Pay_Periods» workweeks** during the PAGA Period (the PAGA Period is June 6, 2022, through November 12, 2025).

If no amount is stated for your Individual PAGA Settlement Share, then according to Defendant's records you are not eligible for an Individual PAGA Settlement Share under the Settlement because you didn't work any pay periods during the PAGA Period. If no amount is stated for your Individual Class Settlement Share, then according to Defendant's records are you not eligible for an Individual Class Settlement Share under the Settlement because you already released your claims against Defendant for the Class Period. If you only released claims for a portion of the Class Period, you will still receive an Individual Class Settlement Share based upon the number of workweeks you worked for Defendant after the date of the release you signed.

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1. Why Have I Received This Notice?

Defendant's records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from June 6, 2019 through November 12, 2025 (this time period is referred to as the "Class Period"). If you worked for Defendant at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on November 12, 2025 at 1:30 p.m., in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. What Is This Case About?

On June 6, 2023, Plaintiff Keith O'Shea filed a Class Action Complaint in Alameda County Superior Court against Defendant asserting the following causes of action: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay Policy; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Due at the Time of Termination of Employment; (8) Failure to Reimburse/Illegal Deductions; and (9) Unfair Competition. This case was designated with Case Number 23CV035196.

On June 6, 2023, Plaintiff Keith O'Shea provided timely written notice to Defendant and the LWDA of his claim for PAGA penalties by sending a PAGA Notice. On October 30, 2023, Plaintiff filed a PAGA Complaint in the Alameda County Superior Court against Defendant asserting the following causes of action: (1) Violation of the PAGA for Failure to Pay Straight time Wages; (2) Violation of the PAGA for Failure to Pay All Overtime Wages; (3) Violation of the PAGA for Failure to Provide Meal Periods; (4) Violation of the PAGA for Failure to Provide Rest Periods; (5) Violation of the PAGA for Failure to Pay Wages Due at Termination of Employment; (6) Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements; (7) Violation of the PAGA for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth Amount of Sick Leave Available; and (8) Violation of the PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties. This case was designated with Case Number 23CV049223.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that they violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you are or were an hourly, non-exempt employee (a) who is or was employed by Defendant in California at any time from June 6, 2019 through November 12, 2025; and (b) and who did not already release all of your claims against Defendant during the Class Period.

You are an Aggrieved Employee if you are or were an hourly, non-exempt employee who worked for Defendant in California at any time from June 6, 2022 through November 12, 2025.

4. *How Does This Class Action Settlement Work?*

Plaintiff brought this Action on behalf of himself and all other similarly situated individuals who worked for Defendant as hourly, non-exempt employees in California at any time during the Class Period. Plaintiff and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On November 12, 2025, the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on March 25, 2026 at 1:30 p.m. in Department 18 before Judge Patrick McKinney, located at 1221 Oak Street, Oakland, California 94612. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class (“Class Counsel”)	Attorneys for Vector
MARA LAW FIRM, PC David Mara Email: dmara@maralawfirm.com Jill Vecchi Email: jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833	CONSTANGY, BROOKS, SMITH & PROPHETE, LLP Joanna E. MacMillan, Esq. Eric W. Witt, Esq. Nicolas W. Tomas, Esq. 2029 Century Park East, Suite 1100 Los Angeles, California 90067 Telephone: (310) 909-7775

**LAWYERS FOR EMPLOYEE AND CONSUMER
RIGHTS**

Colette Mahon
Email: cmahon@lfecr.com
3500 West Olive Avenue, Third Floor
Burbank, California 91505
Telephone: (323) 486-5101

The Court has decided that Mara Law Firm, PC; and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and the last four digits of your social security number or your employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 (d) be signed by you or your lawful representative; and (e) be postmarked no later than March 16, 2026.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than March 16, 2026 or by appearing at the Final Fairness Hearing. If you submit a written objection, your objection must: (a) state your full name, address, and telephone number; (b) include the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing.

Class Members may also submit an objection by appearing at the Final Approval Hearing, either in person or through the objector’s own counsel.

If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims: The Participating Class Members shall release Defendant and the Released Parties from any and all claims, rights, demands, liabilities, and causes of action, whether statutory, in tort, contract, or otherwise, alleged or that could have been reasonably alleged based on the facts pleaded in the operative Class Action Complaint during the Class Period, including, but not limited to, claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, which include but are not limited to: failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to provide business reimbursements and/or illegal deductions, and failure to maintain requisite payroll records. The Released Class Claims further includes any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, as well as any unpled causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any Participating Class Member.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include: The LWDA shall release Defendant and the Released Parties from any and all claims for civil penalties under the Private Attorneys General Act of 2004 that were or could have been reasonably alleged based on the facts pleaded the PAGA Notice during the PAGA Period, which include but are not limited to: failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest

¹ “Released Parties” mean (i) Defendant and (ii) each of Defendant’s respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing under Labor Code section 558.1 or otherwise.

periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to provide business reimbursements and/or illegal deductions, and failure to maintain requisite payroll records. The scope of the Released PAGA Claims shall also include claims for penalties under Labor Code section 558. This release is made solely by the California Labor and Workforce Development Agency through its proxy, Plaintiff Keith O'Shea, and is limited to civil penalties recoverable under Labor Code section 2699.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$179,750 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$10,000 for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$7,500; (3) a payment of \$10,000 allocated to the PAGA claims; (4) payment to Class Counsel in an amount not to exceed \$59,916 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$45,000 for litigation costs; and (5) \$29,750 which has already been paid to employees and will be a credit to Defendant. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as "Participating Class Members." Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the Class Period. The formula for distribution to Participating Class Members shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of work weeks worked by all Class Members during the Class Period for which Class Members did not already release their claims against Defendant; the Settlement Administrator shall then divide the Net Payment by the total number of work weeks resulting in a value for each work week attributable to Class Members ("Work Week Value"); the Settlement Administrator shall then take the number of work weeks worked by each Class Member for which the Class Member did not already release their claims against Defendant and multiply it by the Work Week Value. As such, for Class Members who previously released claims against Defendant during the Class Period, the settlement calculation will be based on the number of workweeks worked after these Class Members signed the releases to the end of their employment in the Class Period or the end of the Class Period, whichever is earlier.

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$7,500 (75% of the \$10,000 total PAGA Payment). The remaining \$2,500 is the "Net PAGA Settlement Amount" and will be proportionately distributed amongst all Aggrieved Employees. Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as

follows: Defendant shall provide the Settlement Administrator with the total number of workweeks worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of workweeks resulting in a value for each pay period attributable to Aggrieved Employees (“Workweek Value”); the Settlement Administrator shall then take the number of workweeks worked by each Aggrieved Employee and multiply it by the Workweek Value.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$«Class_Estimated_Settlement_Amount» less taxes. This is based on the Class Data which shows you worked «Class_Work_Weeks» workweeks during the period of June 6, 2019 through November 12, 2025) for which you did not already sign a release releasing your claims against Defendant.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$«PAGA_Estimated_Settlement_Amount». This is based on the PAGA Data which shows you worked «PAGA_Pay_Periods» workweeks periods during the period of June 6, 2022 through November 12, 2025.

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at 888-250-6810 no later than March 16, 2026 or mail documentation to the to the Settlement Administrator at ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 that is postmarked no later than March 16, 2026. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Defendant during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

One-third of each Individual Class Settlement Share is intended to settle each Class Member’s claims for unpaid wages (the “Wage Portion”). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant’s share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

One-third of the Individual Class Settlement Share is intended to settle each Class Member’s claims for interest and one-third for penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

F. What Happens If You Don’t Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at (888) 250-6810. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall be tendered to a *cy pres* beneficiary, Legal Aid at Work.

11. *How Will the Attorneys for the Class and the Class Representatives Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$59,916) for attorney fees and \$45,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. *What do I do if I Need More Information or Have Questions?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting www.ilymgroup.com a website maintained by the Settlement Administrator. Please refer to the Vector Laboratories Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.