

Danny Yadidsion (SBN 260282)
Noël Harlow (SBN 256124)
LABOR LAW PC
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401
Telephone: (310) 494-6082
danny@laborlawpc.com
noel.harlow@laborlawpc.com
calendar@laborlawpc.com

Attorneys for Plaintiff GILLIAN REY MORRIS,
individually and on behalf of the putative class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GILLIAN REY MORRIS, individually and on
behalf of the putative class,

Plaintiff,

vs.

COLLABERA, INC., a corporation;
COLLABERA LLC, a Limited Liability
Company; and DOES 1-50, Inclusive,
Defendants.

Case No. 23STCV18770

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

Date: March 24, 2026
Time: 10:00 a.m.

Judge: Hon. David S. Cunningham III
Dept.: 11

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 *Morris v.*
6 *Collabera, Inc., et al.* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 and would testify competently to such facts.

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

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

26 4. On August 29, 2025, ILYM Group received the Court approved text for the notice
27 from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted notice, which was
28 approved by the Parties’ Counsel prior to mailing.

1 5. On August 22, 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, class workweek counts and PAGA pay period
4 counts for each Settlement Class Member. The data file was uploaded to our database and checked
5 for duplicates and other possible discrepancies. The Class List contained 154 individuals with
6 7,835 Work Weeks during the Class Period and 72 Aggrieved Employees with 1,515 Pay Periods
7 during the PAGA period.

8 6. As part of the preparation for mailing, all 154 names and addresses contained in the
9 Class List were then processed against the National Change of Address (“NCOA”) database,
10 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
11 the mailing addresses of the Settlement Class Members before mailing of the notice. The NCOA
12 contains requested change of addresses filed with the USPS. To the extent that an updated address
13 was found in the NCOA database, the updated address was used for the mailing of the notice. To
14 the extent that no updated address was found in the NCOA database, the original address provided
15 by Counsel for Defendants was used for the mailing of the notice.

16 7. On September 4, 2025, the notice was mailed, via U.S First Class Mail, to all 154
17 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy
18 of the mailed notice.

19 8. As of the date of this declaration, 17 notices have been returned to our office as
20 undeliverable. ILYM Group performed a computerized skip trace on the 17 returned notices that
21 did not have a forwarding address, in an effort to obtain an updated address for purpose of re-
22 mailing the notices. As a result of this skip trace, 10 updated addresses were obtained and the
23 notices were promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 10 notices have been re-mailed as a result
25 of ILYM Group’s skip tracing efforts.

26 10. As of the date of this declaration, a total of 7 notices were deemed undeliverable as
27 no updated address was found, notwithstanding the skip tracing.

28 11. As of the date of this declaration, ILYM Group has not received any requests for

1 exclusion. The deadline to request exclusion from the Settlement was November 3, 2025.

2 12. As of the date of this declaration, ILYM Group has not received any objections to
3 the Settlement. The deadline to submit an objection to the Settlement was November 3, 2025.

4 13. As of the date of this declaration, ILYM Group has not received any disputes
5 regarding the Class Members' workweeks. The deadline to submit a dispute was November 3,
6 2025.

7 14. As of the date of this declaration, ILYM Group will report a total of 154
8 Participating Class Members, representing 100% of the 154 Settlement Class Members.

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

15	Gross Settlement Fund	\$ 1,250,000.00
16	Attorney Fees	\$ 416,666.67
17	Attorney Costs/ Expenses	\$ 18,410.94
18	Enhancement Awards – Gillian Rey Morris	\$ 10,000.00
19	ILYM Group Fees	\$ 6,250.00
20	LWDA	\$ 75,000.00
21	Aggrieved Employees	\$ 25,000.00
22	Net Settlement Fund (estimated)	\$ 698,672.39

23 To determine a Participating Class Member's individual settlement award payment, the Net
24 Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class
25 Members during the Class Period, multiplied by the number of workweeks worked by that
26 Participating Class Member. Based on these calculations, the Participating Class Members will
27 receive an estimated average gross payment of \$4,536.83, with the estimated highest gross payment
28 being \$24,433.47, and the estimated lowest gross payment being \$89.17.

16. Pursuant to the Agreement, 25% of the \$100,000.00 PAGA Allocated to Aggrieved Employees (\$25,000.00) will be allocated regardless of whether he or she opts out of the Class Settlement. As such, there are 72 Aggrieved Employees during the PAGA period. To determine an Aggrieved Employees' individual PAGA settlement award payment, the PAGA Allocated to Aggrieved Employees will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, multiplied by the number of pay periods worked by that Aggrieved Employee. Based on these calculations, the Aggrieved Employees will receive an estimated average gross payment of \$347.22, with the estimated highest gross payment being \$990.10, and the estimated lowest gross payment being \$16.50.

17. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$6,250.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 13th day of February 2026, at Tustin, California.

Nathalie Hernandez
NATHALIE HERNANDEZ

EXHIBIT “A”

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

Gillian Rey Morris et al. v. Collabera LLC et al.

Los Angeles County Superior Court, Case No. 23STCV18770

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Collabera LLC and Ascendion Inc. (formerly known as Collabera, Inc.) (collectively "Defendants") for alleged wage and hour violations. The Action was filed by Plaintiff Gillian Rey Morris ("Plaintiff"), a former employee of Defendant and seeks payment of back wages and penalties for (1) a class of current and former employees who were employed by Defendants in California and (a) classified as exempt whose salaries are/were below the minimum threshold for exempt employees under California law at any time during the Class Period, which is defined from August 8, 2019 through October 31, 2024, and/or (b) who hold/held the position of Associate Account Manager or Technical Recruiter at any time during the Class Period; and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former employees employed by Defendants in California and (a) classified as exempt whose salaries are/were below the minimum threshold for exempt employees under California law at any time between July 31, 2022, and October 31, 2024, and/or (b) who hold/held the position of Associate Account Manager or Technical Recruiter at any time during the PAGA Period.

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

Based on Defendants' records, your Individual Settlement Payment is estimated to be \$«Class_Estimated_Settlement_Amount» (less withholding) and your Individual PAGA Payment 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. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that you worked «Class_Work_Weeks» workweeks during the Class Period and you worked «PAGA_Pay_Periods» pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims against Defendants.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is November 3, 2025. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Settlement Class Member and no longer eligible for an Individual Settlement Payment. Non-Settlement Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted via mail by November 3, 2025. All Class Members who do not optout ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on March 24, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by November 3, 2025. The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by November 3, 2025. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws asserting eight (8) causes of action under the California Labor Code for alleged failure to provide required meal periods, failure to provide required rest periods, failure to pay overtime wages, failure to timely pay wages during employment, failure to pay all wages due to discharged and quitting employees, failure to pay minimum wage, failure to maintain required records, and failure to furnish accurate, itemized wage statements, a ninth cause of action for alleged unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq., and a tenth cause of action for violations of the PAGA. Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendants strongly deny violating any laws or failing to pay any wages and contends they complied with all applicable laws.

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

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

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

Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

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

Defendants Will Pay One Million and Two Hundred Fifty Thousand Dollars (\$1,250,000.00) as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representatives Enhancement Award, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 15 calendar days after the Effective Date, which means, the date on which the judgment entered by the Court, upon final approval of the settlement, is no longer subject to appeal and thus becomes final, and more specifically the later of: (a) the date of final affirmance on an appeal of the judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the judgment (*i.e.*, 60 days after the entry of judgment).

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to Four Hundred Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$416,666.67) (to Class Counsel for attorneys' fees and up to Twenty Thousand Dollars (\$20,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff as Class Representative Enhancement Award for filing the Action, working with Class Counsel and representing the Class.
- Up to Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) to the Administrator for services administering the Settlement.
- Up to One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for PAGA Penalties, allocated 75% to the LWDA for the PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Settlement Payments to Settlement Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of twenty-five percent (25%) of each Individual Settlement Payment to taxable wages ("Wage Portion") and seventy-five (75%) to penalties, interest and non-wage damages ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether payments to you are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than November 3, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your

name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Settlement Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Settlement Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

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

Administrator. The Court has appointed a neutral company, ILYM GROUP, INC. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

Plaintiff’s and the Settlement Class Members’ Release. After the Judgment is final and Defendants has fully funded the Gross Settlement and separately paid all employer payroll taxes, Plaintiff and the Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or successors and related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, liabilities, penalties, damages, restitution, losses, disgorgement, liquidated damages, interest, attorneys’ fees, fines, debts, obligations, costs, expenses, and causes of action that were alleged, or could have been alleged, whether known or unknown, contingent or accrued, based on the facts stated in the Operative Complaint including, e.g., (a) failure to provide required meal periods, (b) failure to provide required rest periods, (c) failure to pay overtime wages, (d) failure to timely pay wages during employment, (e) failure to pay all wages due to discharged and quitting employees, (f) failure to pay minimum wage, (g) failure to maintain required records, (h) failure to furnish accurate, itemized wage statements, and (i) violations of California’s Unfair Competition Law. Except for the PAGA Release, the Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims or causes of action for PAGA penalties that were alleged, or could have been alleged, whether known or unknown, contingent or accrued, during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice, including, e.g., (a) failure to provide required meal periods, (b) failure to provide required rest periods, (c) failure to pay overtime wages, (d) failure to timely pay wages during employment, (e) failure to pay all wages due to discharged and quitting employees, (f) failure to pay minimum wage, (g) failure to maintain required records, and (h) failure to furnish accurate, itemized wage statements. Plaintiff and the Aggrieved Employees only release these claims for the duration of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Settlement Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing twenty-five percent of the PAGA Penalties (\$25,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until November 3, 2025 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email which includes the case name and number of the Action, your full name, address, telephone number, and the last four digits of your Social Security Number. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

Non-Settlement Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Settlement Class Member).

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

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

Submit a completed Exclusion Request with your name, present address, and telephone number, and the last four digits of your social security number. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Gillian Rey Morris et al. v. Collabera LLC et al.*, Los Angeles County Superior Court, Case No. 23STCV18770, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by November 3, 2025, or it will be invalid.

Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (www.ilymgroupclassaction.com/collabera) or the Court's website (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>).

A Settlement Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for mailing written objections to the Administrator is November 3, 2025. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Gillian Rey Morris et al. v. Collabera LLC et al.*, Los Angeles County Superior Court, Case No. 23STCV18770, and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign

the objection. Include copies of any papers, briefs, or other documents upon which the objection is based. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 24, 2026 at 10:00 a.m. in Department 11 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via [LACC - Welcome Page \(lacourt.org\)](https://lacc-welcome-page.lacourt.org). Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The Agreement, the Judgment or any other Settlement documents may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No.: 23STCV18770.

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

Class Counsel:

Attorneys for Plaintiff Gillian Rey Morris

Danny Yadidsion

Noël Harlow

Labor Law PC

100 Wilshire Blvd., Suite 700

Santa Monica, CA 90401

Danny@laborlawpc.com

Noel.Harlow@laborlawpc.com

Settlement Administrator:

Name of Administrator: ILYM GROUP, INC.

Email Address: claims@ilymgroup.com

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

Telephone: (888) 250-6810

Fax: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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