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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

SHARISE ROGERS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

ACADEMY MUSEUM FOUNDATION, a
California corporation; ARCHIVAL
FOUNDATION, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV28964
[Related Case No. 23STCV28869]

Honorable William F. Highberger
Department 10

CLASS ACTION

**DECLARATION OF GARVIN BROWN
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: May 28, 2026
Time: 11:00 a.m.
Dept.: 10

1 I, Garvin Brown, 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, *Sharise*
6 *Rogers v. Academy Museum Foundation, et al.* matter. I am authorized to make this declaration on
7 behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called
8 upon to testify, I could and would testify competently to such facts.

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

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

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1 4. On December 31, 2025, ILYM Group received the Court approved text for the Class
2 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On January 14, 2026, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, last
6 known telephone number, last known e-mail address, the number of workweeks worked for each
7 Class Member during the Class Period and the number of Pay Periods worked for each Aggrieved
8 Employee during the PAGA Period. The data file was uploaded to our database and checked for
9 duplicates and other possible discrepancies. The Class Data contained 675 Class Members and 494
10 Aggrieved Employees.

11 6. As part of the preparation for mailing, all 675 names and addresses contained in the
12 Class Data 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 Settlement Class Members before mailing of the Class Notice. The
15 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
16 address was found in the NCOA database, the updated address was used for the mailing of the Class
17 Notice. 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.

19 7. On January 28, 2026, the Class Notice was mailed, via U.S First Class Mail, to all
20 675 individuals contained in the Class List. Attached hereto, as "**Exhibit A**", is a true and correct
21 copy of the mailed Class Notice.

22 8. As of the date of this declaration, 44 Class Notices have been returned to our office.
23 Of the 44 returned Class Notices, none included a forwarding address. ILYM Group performed a
24 computerized skip trace on the 44 returned Class Notices that did not have a forwarding address,
25 in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. As a result
26 of this skip trace, 35 updated addresses were obtained and the Class Notices were promptly re-
27 mailed to those Class Members, via U.S. First Class Mail.

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1 9. As of the date of this declaration, a total of 35 Class Notices have been re-mailed as
2 a result of ILYM Group's skip tracing efforts.

3 10. As of the date of this declaration, a total of 9 Class Notices 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 requests for
6 exclusion. The deadline to request exclusion from the Settlement was March 14, 2026. The
7 extended deadline for re-mailed notices was March 28, 2026.

8 12. As of the date of this declaration, ILYM Group has not received any objections to
9 the Settlement. The deadline to file an objection to the Settlement was March 14, 2026. The
10 extended deadline for re-mailed notices was March 28, 2026.

11 13. As of the date of this declaration, ILYM Group has not received any disputes from
12 a Class Member.

13 14. As of the date of this declaration, ILYM Group will report a total of 675
14 Participating Class Members, representing 100.00% of the 675 Class Members.

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

21 ///

Gross Settlement Amount	\$1,425,000.00
Attorney's Fees	\$475,000.00
Attorney's Costs/Expenses	\$11,916.23
Service Payment	\$12,000.00
ILYM Group Fees	\$8,950.00
LWDA	\$112,500.00
Aggrieved Employees	\$37,500.00
Net Settlement Amount	\$767,133.77

16. The total number of Workweeks worked by the Participating Class Members during the class period is 49,903 and the total number of Pay Periods worked by the Aggrieved Employees is 16,950. As of the date of this declaration, the Escalator Clause has not been triggered.

17. To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the applicable Workweeks worked by each Class Member during the Class Period, to the total number of applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$1,136.49, with the estimated highest gross payment being \$4,288.93. The PAGA payment shares to the Aggrieved Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the Aggrieved Employee's, will receive an estimated average payment of \$75.91, with the estimated highest payment being \$152.65.

18. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$8,950.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments,

1 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
2 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
3 Group to perform. A true and correct copy of the invoice from ILYM Group is attached hereto as
4 **“Exhibit B.”**

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6
7 I declare under penalty of perjury under the laws of the State of California and the United
8 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
9 was executed this 2nd day of May 2026, at Tustin, California.

10 *Garvin Brown*

11 _____
GARVIN BROWN

EXHIBIT “A”

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

Rogers v. Academy Museum Foundation, et al., Superior Court of California for the County of Los Angeles,
Case No. 23STCV28964

***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 (the “Action”) against Defendants Academy Museum Foundation and Archival Foundation (together, “Defendants”) for alleged wage and hour violations. The Action were filed by a former employee of Defendants, Sharise Rogers (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all hourly-paid or non-exempt employees that worked for Defendants in California during the period from November 27, 2019 through May 6, 2025 (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid or non-exempt employees that worked for Defendants in California during the period from September 21, 2022 through May 6, 2025 (“Aggrieved Employees”). The time period from November 27, 2019 through May 6, 2025 is referred to as the “Class Period” and the time period from September 21, 2022 through May 6, 2025 is referred to as the “PAGA Period.”

The Settlement has two main parts: (1) the settlement and resolution of the Released Class Claims (“Class Settlement”) requiring Defendants to fund Individual Class Payments, and (2) the settlement and resolution of the Released PAGA Claims (“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, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est Individual Class Payment» (less taxes and withholding) and your Individual PAGA Payment is estimated to be \$«Est Individual PAGA Payment»**. The actual amount(s) 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 did not work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked «Class Workweeks» Workweeks** during the Class Period and **you worked «PAGA Pay Periods» Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys. 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 and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement (“Participating Class Member”), though, you will give up your right to assert Released Class Claims. If you are an

Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

(3) **Object to the Class Settlement.** If you do not opt out of the Class Settlement, you may object to any aspect of the Class Settlement by submitting a written Objection or otherwise appearing at the Final Approval Hearing.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and Released PAGA Claims against Defendants that are covered by this Settlement (as defined below in Section 3).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you do not want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. See Section 6 of this Notice.
The Opt-out Deadline is <u>March 14, 2026</u>	You cannot opt-out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below in Section 3).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u>March 14, 2026</u>	All Participating Class Members can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the <u>May 28, 2026</u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u>May 28, 2026</u> . You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Class 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 <u>March 14, 2026</u>	The amount of your Individual Class Payment depends on how many Workweeks you worked during the Class Period and your Individual PAGA Payment (if any) depends on how many Pay Periods you worked during the PAGA Period. The number of Workweeks and 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 March 14, 2026 . See Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiff is a former employee of Defendants. On September 21, 2023, Plaintiff provided written notice to the California Labor & Workforce Development Agency (“LWDA”) by online submission and to Defendants by certified mail of her intent to seek civil penalties for Defendants’ alleged violations of the California Labor Code and Industrial Welfare Commission Orders.

On November 27, 2023, Plaintiff commenced the Action by filing a Class Action Complaint for Damages against Defendants in Los Angeles County Superior Court. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting time penalties, provide accurate wage statements, keep requisite payroll records, engage in fair business practices, and reimburse business expenses. Plaintiff seeks, among other things, recovery of unpaid wages

On November 27, 2023, Plaintiff filed a separate Complaint for Damages & Enforcement Under the Private Attorneys General Act (“PAGA”), California Labor Code Section 2698, et seq., in Los Angeles County Superior Court, Case No. 23STCV28869.

Plaintiff is represented by attorneys in the Action: *Lawyers for Justice, PC* (“Class Counsel”).

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

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the cases by agreement to settle the cases rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing the Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated the Settlement that is subject to the Court’s Final Approval. Both sides agree the 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) the Settlement is in the best interests of the Class Members, Aggrieved Employees, and the State of California. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants will Pay \$1,425,000.00 as the Gross Settlement Amount. Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement, no later than 14 days after the Effective Date (defined below). The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and penalties to be paid to the LWDA.

The Effective Date means: the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final and no longer appealable. The Judgment is final as of the latest of the following occurrences: (a) the day after the last date by which a notice of appeal, writ or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (i.e., 61 days from the date of entry of the Judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and Judgment, the day after the last date for filing a request for further review of the order and Judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the Judgment is affirmed and further review of the Judgment is requested, the day after the review is finally resolved and the Judgment approving the Settlement is affirmed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys' fees ("Class Counsel Fees Payment") and up to \$20,000.00 for their litigation costs and expenses ("Class Counsel Litigation Expenses Payment"). To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$12,000.00 to Plaintiff for prosecuting the Action, working with Class Counsel, and representing the Class ("Class Representatives Service Payments"). The Class Representatives Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and Individual PAGA Payment (if applicable).
 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement ("Administration Expenses Payment").
 - D. Up to \$150,000.00 allocated for civil penalties under PAGA ("PAGA Penalties"), of which 75% (\$112,500.00) will be paid to the LWDA ("LWDA PAGA Payment") and 25%

(\$37,500.00) will be paid to the Aggrieved Employees based on their Pay Periods (“Individual PAGA Payment”).

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

3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by issuing Individual Settlement Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiff and Defendants are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70% to interest, penalties, 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 net payment of each Individual Class Payment, after reduction of the Wage Portion is referred to an “Individual Settlement Payment.” 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 Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payment(s) 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 payment(s) received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. 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 do not 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 monies represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Final Approval Order and Judgment. It is also possible the Court will enter a Final Approval Order and 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 Participating Class Members and Aggrieved Employees will not release any claims against Defendants.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Requests for Exclusion, Objections, and challenges to Workweeks and/or Pay Periods. The Administrator will also mail and remail 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.
8. Participating Class Members’ Release of Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the

Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of Wage Orders, for failure to pay overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination, failure to provide accurate wage statements, and unfair competition based on the alleged Labor Code claims, including but not limited to claims under Labor Code sections 200-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, Business and Professions Code sections 17200-17208, and all other applicable California regulations and IWC Wage Orders, that accrued at any time during the Class Period. ("Released Class Claims") The Released Class Claims do not include civil penalties under PAGA (see Paragraph 1.43, Released PAGA Claims, for scope of release specific to PAGA).

9. Aggrieved Employees' Release of Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice including but not limited to Labor Code sections 200-204, 210, 218.5, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2800, 2802, and all other applicable California regulations and IWC Wage Orders, that accrued at any time during the PAGA Period ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's individual number of Workweeks worked during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,500.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual number of Pay Periods worked during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. If you wish to challenge the number of Workweeks and/or Pay Periods credited to you, you must submit a written challenge that must: (a) contain the case name and number of the Action (*Sharise Rogers v. Academy Museum Foundation, et al.* Case No. 23STCV28964); (b) contain your full name, mailing address, signature, and last four digits of your Social Security number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct; and (d) be submitted by email or mail

to the Administrator at the specified email address and/or mailing address specified in Section 9, emailed or postmarked on or before **March 14, 2026**.

- A. 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 Class Members) and Defendants' counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.
- B. "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.
- C. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single Individual Settlement Payment check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment (if applicable).

Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee. As noted above, an Individual Settlement Payment and Individual PAGA Payment will be combined into one check.

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?

Class Members who wish to exclude themselves from the Class Settlement, must submit a written request to be excluded ("Request for Exclusion"), which must (a) contain the case name and number of the Action (*Sharise Rogers v. Academy Museum Foundation, et al.* Case No. 23STCV28964); (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address in Section 9, emailed or postmarked on or before **March 14, 2026**.

If the Court grants Final Approval, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the release of Class Released Claims, and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 3 above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound by the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of

whether they submit a Request for Exclusion.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Participating Class Members may object to the Class Settlement by submitting a written objection (“Objection”), which must: (a) contain the case name and number of the Action (*Sharise Rogers v. Academy Museum Foundation, et al.* Case No. 23STCV28964); (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before **March 14, 2026**.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **May 28, 2026 at 11:00 a.m.** in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval 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 LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website (<https://www.lacourt.org/>) for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website (**www.ilymgroup.com**) beforehand 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 Settlement. The easiest way to read the Agreement, Final Approval Order and Judgment, or any other Settlement documents is to go to the Administrator’s website at **www.ilymgroup.com**. You can also contact Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV28964. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Arby Aiwarzian

Joanna Ghosh

Brian J. St. John

Maria Halwadjian

Lawyers *for* Justice, PC

450 North Brand Blvd., Suite 900

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

Settlement Administrator:

Name of Company: **ILYM Group, Inc.**

Email Address: claims@ilymgroup.com

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

Telephone: (888) 250-6810

Fax: (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 California Controller's 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.

Rogers v. Academy Museum Foundation, et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM_ID QR Code»

ILYM ID: «ilym_id» «PC»

«first_name» «last_name»

«Address_1»

«City», «state» «Zip_Code»

EXHIBIT “B”

Case Name: SR-Academy Museum Foundation-8694

Monday, May 19, 2025

Requesting Attorney:

Maria Halwadjian
Lawyers for Justice
maria@calljustice.com
818.647.9323

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	700
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$1,890.00
Notification & Mailing:	\$1,900.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,694.50
Case Conclusion:	\$815.00

All-In/Capped ILYM Fees & Expenses: \$8,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: SR-Academy Museum Foundation-8694

Monday, May 19, 2025

Requesting Attorney's Name: Maria Halwadjian

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**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 \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$200.00	1	\$200.00
Toll-Free Customer Service Representative	Flat Fee	\$250.00	1	\$250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,890.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	700	\$1,050.00
USPS First Class Postage	Per Piece	\$0.70	700	\$490.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	91	\$182.00
Storage, Photocopies, Deliveries	Flat Fee	\$178.50	1	\$178.50

Subtotal \$1,900.50

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: SR-Academy Museum Foundation-8694

Monday, May 19, 2025

Requesting Attorney's Name: Maria Halwadjian

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	700	\$700.00
USPS First Class Postage	Per Piece	\$0.70	700	\$490.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	63	\$94.50
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 \$3,694.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$815.00

All-In/Capped ILYM Fees & Expenses: \$8,950.00

ILYM Group's 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 permissible 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.