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13 Attorneys for Plaintiffs, Desiree Saenz and Quiana Boyette

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 QUIANA BOYETTE, individually, and on
17 behalf of all others similarly situated;

18 Plaintiffs,

19 vs.

20 INCLUSION SPECIALIZED PROGRAMS
LLC, a limited liability company; and DOES 1
21 through 10, inclusive,

22 Defendants.

23 DESIREE SAENZ, on behalf of herself and all
24 other similarly situated employees, and on
behalf of the general public;

25 Plaintiffs,

26 vs.

27 INCLUSION SPECIALIZED PROGRAMS,
28 LLC, a California Limited Liability Company,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 23STCV29286
[Related Case No. 24STCV05482]

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: August 14, 2026
Time: 10:00 a.m.

Judge: Hon. William F Highberger
Dept.: 10

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

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

1 4. On March 10, 2026, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On March 12, 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 e-mail address, the dates of employment worked for each individual, the number of
7 Workweeks worked for each Settlement Class Member during the Class Period, and the number of
8 Pay Periods worked for each Aggrieved Employee during the PAGA Period. The data file was
9 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
10 List contained 408 individuals.

11 6. As part of the preparation for mailing, all 408 names and addresses contained in the
12 Class List were then processed against the National Change of Address ("NCOA") database,
13 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
14 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. 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
17 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
18 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

19 7. On April 23, 2026, a link to ILYM Group's website was set up for Class Members
20 to access relevant court documents. The website link is www.ILYMGroup.com/ISP. Also, the
21 following telephone number, (888) 250-6810, and email address, claims@ILYMGroup.com, was
22 included in the Notice Packet for Class Members should they have questions or want additional
23 information.

24 8. On April 23, 2026, the Notice Packet was mailed, via U.S First Class Mail, to all
25 408 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
26 copy of the mailed Notice Packet.

27 9. As of the date of this declaration, 32 Notice Packets have been returned to our office
28 as undeliverable. Of the 32 returned Notice Packets, none included a return with a forwarding
address provided by the USPS. ILYM Group performed a computerized skip trace on all 32

1 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated
2 address for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 27 updated
3 addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement Class
4 Members, via U.S. First Class Mail.

5 10. As of the date of this declaration, a total of 27 Notice Packets have been re-mailed
6 as a result of ILYM Group's skip tracing efforts.

7 11. As of the date of this declaration, a total of 5 Notice Packets has been deemed
8 undeliverable as no updated addresses were found notwithstanding the skip tracing.

9 12. As of the date of this declaration, ILYM Group has not received any requests for
10 exclusion. The deadline to request exclusion from the Settlement was June 22, 2026.

11 13. As of the date of this declaration, ILYM Group has not received any written
12 objections to the Settlement. The deadline to file a written objection to the Settlement was June 22,
13 2026.

14 14. As of the date of this declaration, ILYM Group has not received any disputes from
15 a Settlement Class Member during the response period.

16 15. As of the date of this declaration, ILYM Group will report a total of 408
17 Participating Class Members, representing 100.00% of the 408 Settlement Class Members. The
18 total number of Workweeks worked by the Participating Class Members during the class period is
19 29,262.53. The Escalator Clause has not been triggered.

20 16. Participating Class Members will receive a proportional share of the Net Settlement
21 Amount through individual settlement payments, based on the number of Workweeks worked by
22 the Class Members during the Class Period. The Net Settlement Amount is the amount remaining
23 after deduction of the Court-approved payments from the Gross Settlement Amount for Class
24 Counsel Attorney Fees and Litigation Costs/Expenses, the Class Representative Service Payments,
25 Administration Fees to ILYM Group, and the PAGA Penalties allocation, e.g.,

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1	Gross Settlement Amount	\$825,000.00
2	Class Counsel Attorney's Fees	\$275,000.00
3	Class Counsel Litigation Costs/Expenses	\$28,241.26
4	Service Payment to Desiree Saenz	\$10,000.00
5	Service Payment to Quiana Boyette	\$10,000.00
6	Administration Fees to ILYM Group	\$8,950.00
7	PAGA Penalties to LWDA	\$30,937.50
8	PAGA Allocation to Aggrieved Employees	\$10,312.50
9	Net Settlement Amount	\$451,558.74

10 17. To determine each Participating Settlement Class Member's individual settlement
11 award payment, the Net Settlement Amount shall be divided among the Participating Class
12 Members based on the Class Member's total number of Workweeks worked during the Class
13 Period. This results into a Workweek Value and is then multiplied by the number of Workweeks
14 worked by each Class Member during the Class Period. Based on these calculations, the
15 Participating Class Members will receive an estimated average gross payment of \$1,106.76, with
16 the estimated highest gross payment being \$5,450.28 and the estimated lowest gross payment being
17 \$0.55. Plaintiff Desiree Saenz will receive an estimated gross class payment of \$1,027.82. Plaintiff
18 Quiana Boyette will receive an estimated gross class payment of \$ \$497.57.

19 18. In addition, ILYM Group will report a total of 304 Aggrieved Employees who
20 worked 8,318 Pay Periods during the PAGA Period. The payments to the PAGA Employees will
21 be calculated based on the Aggrieved Employee's total number of Pay Periods worked during the
22 PAGA Period. This results into the PAGA Pay Period Value and is then multiplied by the number
23 of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Based on these
24 calculations, the PAGA Employee's, will receive an estimated average payment of \$33.92, with
25 the estimated highest payment being \$76.87 and the estimated lowest payment being \$1.24. Plaintiff
26 Desiree Saenz will receive an estimated PAGA payment of \$32.23. Plaintiff Quiana Boyette will
27 receive an estimated PAGA payment of \$18.60.

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19. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$8,950.00. 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 15th day of July 2026, at Tustin, California.

Nicole Bench
NICOLE BENCH

EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARINGDATE FOR FINAL COURT APPROVAL

Quiana Boyette, et al. v. Inclusion Specialized Programs, LLC., et al.
Desiree Saenz, et al. v. Inclusion Specialized Programs, LLC., et al.

Los Angeles County Superior Court Case Nos. 23STCV29286 and 24STCV05482

The Superior Court for the State of California authorized this Notice. Read it carefully!
This Notice is not junk mail, spam, an advertisement, or solicitation by a lawyer.
You are not being sued.

You may be eligible to receive money from two employee class action lawsuits (“Actions”) against Inclusion Specialized Programs, LLC (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employees of Defendant, Quiana Boyette and Desiree Saenz (“Plaintiffs”), and seek payment of wages, penalties, and interest for a class of all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the period from November 30, 2019 through July 11, 2025 (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt California employees of Defendant who worked for Defendant during the period from December 26, 2022 through July 11, 2025 (“Aggrieved Employees”).

Defendant denies all liability and is confident that it has strong legal and factual defenses to the above claims, and contends that its conduct is and has been lawful at all times and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification. However, Defendant recognizes the risks, distractions, and costs associated with continued litigation.

The Court has not made any ruling on the merits of this case.

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Class ESA» (less all required payroll taxes and withholdings) and your Individual PAGA Payment is estimated to be \$«PAGA ESA»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «ClassWeeks» 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 periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is <u>June 22, 2026</u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u>June 22, 2026</u>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <u>August 14, 2026</u> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on August 14, 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u>June 22, 2026</u>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by June 22, 2026. See Section 4 of this notice.

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

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Actions accuse Defendant of violating California labor laws by failing to provide meal and rest periods or compensation in lieu thereof, failing to pay all minimum and overtime wages, knowingly and intentionally failing to comply with itemized employee wage statement provisions, failing to timely pay wages due at termination, failing to timely pay employees, failing to reimburse employees for business expenses, and engaging in unfair business practices. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Actions: Otkupman Law Firm, A Law Corporation, and Wilshire Law Firm, PLC ("Class Counsel.")

Defendant denies all liability and is confident that it has strong legal and factual defenses to the above claims, and contends that its conduct is and has been lawful at all times and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification. However, Defendant recognizes the risks, distractions, and costs associated with continued litigation.

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

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

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

A. Defendant will pay \$825,000.00 as the Gross Settlement Amount (Gross Settlement). The Administrator will use the \$825,000.00 to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

B. 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:

1. Up to \$275,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000.00 to Class Counsel for litigation expenses. To date, Class Counsel have worked and incurred expenses on the Actions without payment.
2. Up to \$10,000.00 each to Plaintiffs as Class Representative Awards for filing the Actions, working with Class Counsel and representing the Class. Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
3. A payment to the Administrator for services administering the Settlement not to exceed \$12,000.00.
4. Up to \$41,250.00 for PAGA Penalties, allocated 75% (\$30,937.50) to the LWDA PAGA Payment and 25% (\$10,312.50) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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

D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of each Class Member's Individual Settlement Payment as follows: 20% wages ("Wage Portion") and 80% to non-wage premiums, penalties, and interest ("Non-Wage Portion").

The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 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 Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments 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.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted by the Settlement Administrator in accordance with Code of Civil Procedure section 384 to the California Controller's Unclaimed Property Fund in the name of the Class Member who failed to timely cash his or her check.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **June 22, 2026**, 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 **June 22, 2026**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

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

H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. ("ILYM") (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.

I. Release of Claims. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Actions and resolved by this Settlement.

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

The claims released by Participating Class Members are all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged against the Released Parties based on the facts alleged in the operative Complaints (the "Released Class Claims"), including but not limited to all wage and hour claims, demands, rights, liabilities, and causes of action for allegedly failure to provide meal periods; failure to provide rest periods; failure to pay all wages and for all hours worked; failure to pay minimum and straight time wages; failure to pay overtime wages; failure to timely pay wages due at termination; failure to timely pay employees during employment; failure to provide and maintain accurate

wage statements; failure to reimburse for business expenses; claims for civil and statutory penalties, interest, liquidated damages, attorney's fees and costs; claims under Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802, and applicable Industrial Welfare Commission Wage Orders; and unfair competition claims under California Business & Professions Code sections 17200 et seq. The Released Class Claims are those that accrued during the Class Period.

The Aggrieved Employees will be bound by the following release:

The LWDA, by and through Plaintiffs as agents or proxies of the LWDA, shall be deemed to release the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, against the Released Parties based on the facts alleged in the operative Complaints and alleged in the corresponding PAGA Notices (the "Released PAGA Claims"), including but not limited to claims for civil penalties for violations of Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-2699.5, and applicable Wage Orders of the Industrial Welfare Commission; claims under California Business & Professions Code section 17200 et seq.; and all related claims for attorneys' fees and costs. The Released PAGA Claims are those that accrued during the PAGA Period.

The Released Parties are defined as:

Defendant and its former and present shareholders, partners, members, managers, owners, officers, directors, managerial employees, agents, attorneys, insurers, payroll providers, joint venturers, predecessors, successors, and assigns, and any individual or entity that could be liable for any of the released class and PAGA claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant during the Class Period in California based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members during the Class Period based on the same Class data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

B. Individual PAGA Payments. Each PAGA Member will receive a proportionate share of 25% of the PAGA Payment which equals (i) the number of pay periods he or she worked for Defendant during the PAGA Period in California based on the Class data provided by Defendant, divided by (ii) the total number of pay periods worked by all PAGA Members during the PAGA Period based on the same Class data, which is then multiplied by 25% of the PAGA Payment. One day worked in a given pay period will be credited as a full pay period for purposes of this calculation. Therefore, the value of each PAGA Member's share ties directly to the amount of pay periods that he or she worked.

C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **June 22, 2026**, 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, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

You do not have to do anything to receive payment of your portion of the Settlement. If you do nothing, you will be considered a “Participating Class Member” and the Administrator will send, by U.S. mail, a single check to every Participating Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

If you choose to opt-out of the Class Settlement (see Section 6 below), you will be considered a “Non-Participating Class Member” and the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you as an Aggrieved Employee. Although you may choose to opt out of the Class portion of the Settlement, you may not opt out of the PAGA portion of the Settlement.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Actions as *Quiana Boyette, et al. v. Inclusion Specialized Programs, LLC., et al.* and *Desiree Saenz, et al. v. Inclusion Specialized Programs, LLC., et al.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and 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 June 22, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (those who have not opted out of the Class Settlement) have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the August 14, 2026, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website www.ILYMGroup.com/ISP.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is June 22, 2026.** 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 Actions as *Quiana Boyette, et al. v. Inclusion Specialized Programs, LLC., et al.* and *Desiree Saenz, et al. v. Inclusion Specialized Programs, LLC., et al.* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on August 14, 2026, at 10:00 a.m. in Department 10 of the Los Angeles County Superior Court, located at 312 North 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, Plaintiffs, 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. Check the Court's website for the most current information at <https://www.lacourt.ca.gov>.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgement or any other Settlement documents is to go to ILYM's website at www.ILYMGroup.com/ISP. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also personally review court documents in the Clerk's Office at the Los Angeles County Superior Court during its regular business hours each business day or on the Court's website at <https://www.lacourt.ca.gov>.

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

Class Counsel:

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Wilshire Law Firm, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031,
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
E-mail: claims@ilymgroup.com
Website: www.ILYMGroup.com/ISP

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.

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.

REQUEST FOR EXCLUSION FORM/OPT-OUT FORM

Quiana Boyette, et al. v. Inclusion Specialized Programs, LLC., et al.
Desiree Saenz, et al. v. Inclusion Specialized Programs, LLC., et al.
Case Nos. 23STCV29286 and 24STCV05482

If you want to remain a member of the class, you should not fill-in this form and are not required to do anything at this time. This form is only used if you want to exclude yourself from this case.

If you want to opt-out of the class, you must fill-in this Exclusion Request form and return it to ILYM Group, Inc. (Settlement Administrator), at: P.O. Box 2031, Tustin, CA 9278, by mail postmarked no later than **June 22, 2026**.

If you have any questions regarding this case, please call the Settlement Administrator ILYM Group, Inc., at (888) 250-6810, or write to ILYM Group, Inc., for more information to be provided to you. ILYM Group, Inc.'s address is P.O. Box 2031, Tustin, CA 92781.

DO NOT CALL THE CLERK OF COURT FOR INFORMATION.

I hereby certify that I believe myself to be a member of the class.

Further, I want to exclude myself from this lawsuit.

Please print legibly:

Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Last 4 Digits of SSN: _____

Case Names: Quiana Boyette, et al. v. Inclusion Specialized Programs, LLC., et al.
Desiree Saenz, et al. v. Inclusion Specialized Programs, LLC., et al.

Case Nos. 23STCV29286 and 24STCV05482

Signature of Class Member _____

«Case_Name»

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID

QR

Code»

ILYM ID: «ILYMID» «PC»

«first_name» «last_name»

«Address_1»

«City», «state» «Zip_Code»