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Attorneys for Plaintiff

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

SHANE UNDERWOOD, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

VOLVO GROUP NORTH AMERICA, INC.,
a Delaware corporation; SABA HOLDING
COMPANY, LLC DBA VOLVO
CONSTRUCTION & EQUIPMENT
SERVICES, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2401288

CLASS ACTION

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

Date: September 11, 2026
Time: 8:30 a.m.

Judge: Hon. Harold Hopp
Dept.: 1

1 I, Nick Castro, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
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 Claims Administrator for the above captioned *Underwood*
6 *v. Volvo Group North America, Inc., 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 claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Proposed Settlement of Class Action, Objection Form, Opt-Out*, in English, (collectively
18 referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c)
19 resolving Class Members’ disputes over the number of workweeks Defendants have record of
20 them working during the Class Period, which was pre-printed on their individualized Class Notice;
21 (d) 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 May 4, 2026, ILYM Group received the Court approved text for the Class
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Class
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1 Notice Packet, which was approved by the Parties' Counsel and translated to Spanish prior to
2 mailing.

3 5. On May 19, 2026, ILYM Group received the class data file from Counsel for
4 Defendants, which contained the name, social security number, last known mailing address, last
5 known telephone number, class workweeks, and PAGA pay periods for each Class Member. The
6 data file was uploaded to our database and checked for duplicates and other possible discrepancies.
7 The Class List contained 183 individuals who worked 24,326 work weeks.

8 6. As part of the preparation for mailing, all 183 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 Class Members before mailing of the Class Notice Packet. 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 Class Notice
14 Packet. To the extent that no updated address was found in the NCOA database, the original
15 address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

16 7. On June 2, 2026, the Class Notice Packet was mailed, via U.S First Class Mail, to
17 all 183 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
18 copy of the mailed Class Notice Packet.

19 8. As of the date of this declaration, 8 Class Notice Packets have been returned to our
20 office as undeliverable. Of the 8 returned Class Notice Packets, none were returned with a
21 forwarding. ILYM Group performed a computerized skip trace on the 8 returned Class Notice
22 Packets that did not have a forwarding address in an effort to obtain an updated address for the
23 purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 5 updated addresses
24 were obtained and the Class Notice Packets were promptly re-mailed to those Class Members, via
25 U.S First Class Mail.

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

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1 10. As of the date of this declaration, a total of 3 Class Notice Packets have been
2 deemed undeliverable. Specifically, 3 have been deemed undeliverable as no updated address was
3 found notwithstanding the skip tracing.

4 11. As of the date of this declaration, ILYM Group has not received any requests for
5 exclusion. The deadline to request exclusion from the Settlement was July 17, 2026, with the
6 extended response deadline of August 1, 2026, for the 6 Class Members who were re-mailed Class
7 Notice Packets.

8 12. As of the date of this declaration, ILYM Group has not received any objections to
9 the Settlement. The deadline to submit a written objection to the Settlement was July 17, 2026,
10 with the extended response deadline of August 1, 2026, for the 6 Class Members who were re-
11 mailed Class Notice Packets.

12 13. As of the date of this declaration, ILYM Group has not received any disputes from
13 Settlement. The deadline to submit a dispute to the Settlement was July 17, 2026, with the extended
14 response deadline of August 1, 2026, for the 6 Class Members who were re-mailed Class Notice
15 Packets.

16 14. As of the date of this declaration, ILYM Group will report a total of 183
17 Participating Class Members, representing 100.00% of the 183 Class Members. The total number
18 of Workweeks worked by the Participating Class Members during the class period is 24,326.

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

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Gross Settlement Amount	\$1,415,000.00
Class Counsel Fees	\$495,250.00
Class Counsel Expenses	\$25,000.00
Class Representative Service Payment	\$10,000.00
ILYM Group Fees	\$7,750.00
LWDA	\$41,250.00
PAGA Allocation to Aggrieved Employees	\$13,750.00
Net Settlement Amount	\$822,000.00

To determine a Participating Class Member's Individual Class Payment, the Net Settlement Amount will be divided by the total number of workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$4,491.80, with the estimated highest gross payment being \$9,427.69, and the estimated lowest gross payment being \$33.79.

16. The Individual PAGA Payments 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 PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the Aggrieved Employees will receive an estimated average payment of \$104.17, with the estimated highest payment being \$149.58, and the estimated lowest gross payment being \$6.70.

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 \$7,750.00. 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.

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

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6 *Nick Castro*
NICK CASTRO
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EXHIBIT “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Shane Underwood vs. Volvo Group North America, Inc., et al.
Superior Court of California for the County of Riverside, Case No. CVRI2401288

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Shane Underwood ("Plaintiff") and Defendant SABA Holding Company, LLC dba Volvo Construction Equipment & Services ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), in the case entitled *Shane Underwood v. Volvo Group North America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2401288 (the "Action"), which may affect your legal rights. On April 28, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on September 11, 2026 at 8:30 a.m. (the "Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California at any time during the period Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 8, 2020 through July 13, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from December 22, 2022 through July 13, 2025.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On March 8, 2024, Plaintiff commenced a class action lawsuit by filing the Class Action Complaint for Damages in the Action. On December 22, 2023 and February 13, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Notice") in connection with the Private Attorneys General Act ("PAGA"), Labor Code Section 2698-2699.8. PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for California Labor Code violations. Thereafter, on March 8, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. in the County of Riverside, Case No. CVRI2401287, which has been consolidated with the Action.

Defendant denies all of the allegations in the Action and denies that they violated any relevant law with respect to the Class Members and PAGA Employees.

The Parties participated in mediation with a respected mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement," "Settlement," and/or "Settlement Agreement").

On April 28, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Shane Underwood as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwazian
Joanna Ghosh
Vartan S. Madoyan
Daniel Bass

Lawyers for Justice, PC

450 N Brand Blvd., Suite 900

Glendale, California 91203

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

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes may be appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is One Million Four Hundred Thousand and Fifteen Dollars (\$1,415,000) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., \$495,250) and reimbursement of litigation costs not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) General Release Fee in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for his services in the Action; (3) the amount of Fifty Five Thousand Dollars (\$55,000) allocated toward civil penalties under PAGA (“PAGA Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Seven Hundred and Fifty Dollars (\$7,750) to the Settlement Administrator. By law, the PAGA Amount will be distributed 75% to the LWDA (i.e., \$41,250) (“LWDA Payment”) and the remaining 25% (i.e., \$13,750) will be distributed to PAGA Employees (“PAGA Employee Amount”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to calculate the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to calculate his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

Class Members are eligible to receive payment under the Class Settlement of their proportional share of the Net Settlement Amount \$822,000.00 based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), divided by the total number of weeks that all Class Members collectively worked and were employed during the Class Period.

The estimated average Individual Settlement Share is approximately: \$4,491.80

The estimated highest Individual Settlement Share is approximately: \$9,427.69

The estimated lowest Individual Settlement Share is approximately: \$33.79

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as "Individual Settlement Payment"). Conversely, the employer's share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares ("Employer Taxes") shall be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their proportional share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, ("PAGA Workweeks"), divided by the total number of weeks that all PAGA Employees collectively worked during the PAGA Period.

The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Employees during the PAGA Period to calculate the "PAGA Workweek Value," and multiplied each PAGA Employee's individual Workweeks during the PAGA Period by the PAGA Workweek Value to calculate his or her Individual PAGA Payment (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: \$104.17

The estimated highest Individual PAGA Payment is approximately: \$149.58

The estimated lowest Individual PAGA Payment is approximately: \$6.70

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records,

- **During the Class Period, you are credited as having «Class_Work_Weeks» Workweeks.**
- **During the PAGA Period, you are credited as having «PAGA_Pay_Periods» Workweeks.**

If you wish to dispute the above Workweeks credited to you, you must submit a written letter ("Workweeks Dispute"), which must: (a) contain the case name and number of the Action (*Shane Underwood v. Volvo Group North America, Inc., et al.*, Case No. CVRI2401288); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number which should be credited to you; (d) attach any documentation that you may have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before July 17, 2026.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«Est Individual Settlement Payment». The Individual Settlement Share is subject to reduction for

the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«Est Individual PAGA Payment».

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

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims during the PAGA Period whether known or unknown. Plaintiff does not release any PAGA Employee's claim for wages or damages. However, PAGA Employees who are also Settlement Class Members will also be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

"Released Class Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, cost, and any other form of relief or remedy in law, equity, or whatever kind of nature, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions including: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698-2699 that were alleged in the PAGA Notice and/or Additional PAGA Notice or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and/or Additional PAGA Notice, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders including, Wage Orders 1-2001, 4-2001, and 9-2001, and including claims for failure to pay all and overtime wages due, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay all minimum wages due, failure to pay reporting time pay, failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination, failure to provide complete, accurate, or properly formatted wage statements, failure to provide written notice of wages at time of hire, failure to maintain requisite payroll records, and failure to reimburse business expenses.

"Released Parties" means Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Members as well as each of their officers, directors, members, managers, owners, executives, partners, non-settlement class member employees, shareholders, agents, joint venturers, insurers, attorneys, and any of their predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount

(i.e., \$495,250) and up to Twenty Five Thousand Dollars (\$25,000) in reimbursement of litigation costs and expenses (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (i.e., without being paid any money to date) and has been paying all litigation costs and expenses to date.

F. General Release Fee to Plaintiff

Plaintiff will seek the amount of up to Ten Thousand Dollars (\$10,000) (“General Release Fee”), in recognition of his services in connection with the Action. The General Release Fee will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Seven Hundred and Fifty Dollars (\$7,750) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement. The Settlement Administration Costs shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based on the Class Settlement, and you will release the Released Class Claims described in Section III.D above.

PAGA Employees may not request exclusion from the PAGA Settlement. If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based on the PAGA Settlement, and you will release the Released PAGA Claims described in Section III.D above, regardless of whether you are a Class Member that requests exclusion from the Class Settlement.

Class Members and PAGA Employees will not be separately responsible for payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel in which event they are responsible for their own fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Exclusion Form (both of which are referred to as a “Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Shane Underwood v. Volvo Group North America, Inc.*, Case No. CVRI2401288); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before July 17, 2026.

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

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

C. Object to the Class Settlement

Class Members may object to the Class Settlement as long as they have not submitted a Request for Exclusion (i.e., as long as they are Settlement Class Members), by submitting a written objection to the Settlement Administrator, as described below, or by completing and submitting the enclosed Objection Form (both of which are referred to as an “Objection”) to the Settlement Administrator, or by presenting their objection orally at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Action (*Shane Underwood v. Volvo Group North America, Inc.*, Case No. CVRI2401288); (b) contain the your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (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, if any, upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B. above, postmarked on or before July 17, 2026.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, on September 11, 2026, at 8:30 a.m. to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve the Attorneys’ Fees and Costs to Class Counsel, General Release Fee to Plaintiff, and Settlement Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

Please visit the Court’s website for the most up-to-date information on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.riverside.courts.ca.gov/general-information>

On the Court’s website, you can find information regarding appearing remotely via Zoom online (for the Final Approval Hearing that is scheduled to be held in Department 1 of the Historic Courthouse of the Riverside County Superior Court): <https://www.riverside.courts.ca.gov/remotearrangements>

VI. ADDITIONAL INFORMATION

The above summarizes the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Joint Stipulation of Class Action and PAGA Settlement and Release, which is attached as Exhibit 3 to the Declaration of Daniel Bass in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on January 16, 2026 and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court’s website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. CVRI2401288).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

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

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

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

Opt-Out Request Form

To Exclude (Opt-Out) Yourself From the Class Settlement and Release of the Released Class Claims, Return This Form On Or Before July 17, 2026.

By signing this form, I confirm that I do not want to be included in the Settlement of the class action referenced herein.

I understand that I cannot opt-out of the PAGA Settlement and the release of the Released PAGA claims.

I understand that by opting out, I am giving up my right to receive any payments under the Class Settlement.

By providing the following information, I affirm that I want to opt-out of this class.

«First_Name» «Last_Name»

XXX-XX-____

«Address_1»

«City», «State» «Zip_Code»

Name/Address Changes (if any):

Signature: _____

Telephone: () _____

Date: _____

E-Mail Address (optional): _____