

Miriam L. Schimmel (State Bar No. 185089)
mschimmelblackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Connor Brown and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

CONNOR BROWN, individually, and on behalf
of all other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorney Generals Act,

Plaintiff,

vs.

BI-RITE MANAGEMENT SERVICES LLC, a
California limited liability company; BI-RITE
MARKET, INC. dba BI-RITE FAMILY OF
BUSINESSES, a California corporation; BI-
RITE CREAMERY, INC., a California
corporation; BIRITE CATERING &
COMMISSARY KITCHEN, a California limited
liability company; BI-RITE DIVIS, INC., a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. CGC-24-611385

Honorable Jeffrey S. Ross
Department 613

**DECLARATION OF AMANDA
HOWARD OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: March 12, 2026
Time: 9:00 a.m.
Dept.: 613

Complaint Filed: January 3, 2024
FAC Filed: February 27, 2024
Trial Date: Not Set

1 I, Amanda Howard, 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, *Brown v.*
6 *Bi-Rite Management Services LLC, et al.* matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 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) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Notice of Class Action Settlement*, in both
18 English and Spanish (referred to as “Class Notice”); (c) receiving and processing requests for
19 exclusion and objections to the Settlement; (d) resolving Class Members’ disputes over the number
20 of workweeks and/or pay periods Defendant has on record of them working during the Class Period,
21 which was pre-printed on their individualized Class Notice; (e) establishing a QSF account and
22 calculating individual settlement award amounts; (f) processing and mailing settlement award
23 checks; (g) handling tax withholdings as required by the Settlement and the law; (h) preparing,
24 issuing and filing tax returns and other applicable tax forms; (i) handling the distribution of any
25 unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as the
26 Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On November 18, 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 December 2, 2025, ILYM Group received the class data file from Defendants'
5 counsel, which contained each Class Member's full name, last known mailing address, Social
6 Security number, dates worked for Defendants during the Class Period, and total Workweeks and
7 Pay Periods (collectively, "Class List"). The Class List was uploaded to our database and checked
8 for duplicates and other possible discrepancies. The Class List contained unique records for 833
9 individuals identified as Class Members who worked a total of 57,828 Workweeks. Accordingly,
10 the Escalator Clause was not triggered.

11 6. As part of the preparation for mailing, all 833 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 Class Members before mailing of the Class Notice. The NCOA
15 contains requested change of addresses filed with the USPS. To the extent that an updated address
16 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
17 To the extent that no updated address was found in the NCOA database, the original address
18 provided by Defendants' counsel was used for the mailing of the Class Notice.

19 7. On December 16, 2025, the Class Notice was mailed, in both English and Spanish,
20 via U.S First Class Mail, to all 833 individuals contained in the Class List. Attached hereto, as
21 **Exhibit A**, is a true and correct copy of the mailed Class Notice.

22 8. As of the date of this declaration, 64 Class Notices have been returned to our office
23 of which none were returned with a forwarding address. ILYM Group performed a computerized
24 skip trace on the 64 returned Class Notices that did not have a forwarding address, in an effort to
25 obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip
26 trace, 46 updated addresses were obtained and the Class Notices were promptly re-mailed to those
27 Class Members, via U.S. First Class Mail. One individual requested that their notice be remailed to
28 them. As of the date of this declaration, a total of 18 Class Notices have been deemed undeliverable

1 as no updated addresses were found notwithstanding the skip tracing.

2 9. As of the date of this declaration, ILYM Group has received 1 Request for Exclusion
3 from Lori-Ann Rowe. The Response Deadline is January 30, 2026.

4 10. As of the date of this declaration, ILYM Group has not received any Notices of
5 Objection. The Response Deadline is January 30, 2026.

6 11. As of the date of this declaration, ILYM Group has received 2 Disputes, which were
7 resolved with Defendants' counsel.

8 12. On December 18, 2025, ILYM Group received the Gross Settlement Amount
9 (\$1,850,000.00) from Defendants.

10 13. The Net Settlement Amount available to Settlement Class Members is estimated to
11 be \$1,096,383.33 and was calculated by subtracting the requested attorneys' fees \$616,666.67, the
12 maximum amount allocated for litigation costs and expenses \$26,000.00, the requested
13 Enhancement Payment \$10,000.00, the requested Settlement Administration Costs \$10,950.00, and
14 the PAGA Amount \$90,000.00 from the Gross Settlement Amount \$1,850,000.00.

15 14. There are 832 Settlement Class Members who worked 57,868 workweeks. The
16 *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to be
17 approximately \$4,914.68, the *average* Individual Settlement Share is currently estimated to be
18 approximately \$1,317.77, and the *lowest* Individual Settlement Share is currently estimated to be
19 approximately \$11.37. These amounts are subject to employee-side tax and withholdings.

20 15. Pursuant to the Agreement, 25% of the PAGA Amount (i.e., \$22,500.00) will be
21 allocated to PAGA Employees regardless of whether he or she opted out of the Class Settlement.
22 PAGA Employees cannot opt out of the PAGA Settlement. There are 558 PAGA Employees who
23 worked 12,981 Pay Periods during the PAGA period.

24 16. The *highest* Individual PAGA Payment to a PAGA Employee is currently estimated
25 to be approximately \$91.17, the *average* Individual PAGA Payment is currently estimated to be
26 approximately \$40.32, and the lowest Individual PAGA Payment is currently estimated to be
27 approximately \$0.87.

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 \$10,950.00. 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. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's invoice.

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 29th day of January 2026, at Tustin, California.

Amanda Howard
AMANDA HOWARD

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Connor Brown v. Bi-Rite Management Services LLC, et al.
San Francisco County Superior Court Case No. CGC-24-611385

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' 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 Class 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 and/or PAGA 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 Connor Brown ("Plaintiff") and Defendants Bi-Rite Management Services LLC, Bi-Rite Market, Inc. dba Bi-Rite Family of Businesses, Bi-Rite Creamery, Inc., Bi-Rite Catering, LLC dba Bi-Rite Catering & Commissary Kitchen, and Bi-Rite Divis, Inc. (collectively, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court Case No. CGC-24-611385 ("Action"), which may affect your legal rights. On November 18, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on March 12, 2026, at 9:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"Class Period" means the period from January 3, 2020 through December 23, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from December 19, 2022 through December 23, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On December 19, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On January 3, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On February 27, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

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

On November 18, 2025, 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 Connor Brown as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not 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 and/or PAGA 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; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, 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 the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$1,850,000.00) (the “Gross Settlement Amount”). The portion of the Gross 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 Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$616,666.67 if the Gross Settlement Amount is \$1,850,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Action; (3) the amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$67,500.00) (“LWDA Payment”) and the remaining 25% (\$22,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Thirteen Thousand Dollars and Zero Cents (\$13,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated

Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, 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 Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and 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 Class Notice was mailed is not correct, or if you move after you receive this Class 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 and PAGA Workweeks (if applicable) Based on Defendants’ Records

According to Defendants’ records:

- **From January 3, 2020 through December 23, 2024 (i.e., the Class Period), you are credited as having worked «Class_Workweeks» Workweeks.**
- **From December 19, 2022 through December 23, 2024 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods» PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Brown v. Bi-Rite Management Services LLC, et al.*, Case No. CGC-24-611385); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before January 30, 2026**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«Estimated_Individual_Class_Award». 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 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«Estimated_Individual_PAGA_Award» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all 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.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or reasonably could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, and shall specifically include claims for Defendants’ alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Order, and for violations of the California Business and Professions Code sections 17200, *et seq.* based on the aforementioned California Labor Code violations.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and/or Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including for Defendants’ alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendants and each of their respective agents, officers, employees who are not Class Members, directors, members, owners, parent companies, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$616,666.67 if the Gross Settlement Amount is \$1,850,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) (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 Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his 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 Thirteen Thousand Dollars and Zero Cents (\$13,000.00) (“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, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross 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 Class Settlement and receive money from the Class 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 and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, 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 thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

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

A Request for Exclusion must: (a) contain the case name and number of the Action (*Brown v. Bi-Rite Management Services LLC, et al.*, Case No. CGC-24-611385); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before January 30, 2026**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and 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 Class 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 based thereon. 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.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Brown v. Bi-Rite Management Services LLC, et al.*, Case No. CGC-24-611385); (b) contain your full name, signature, address, and telephone 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 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before January 30, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection and without any prior notice.

If you submit both a Request for Exclusion and Notice of Objection, the Settlement Administrator will honor the submission that is received first and disregard the other.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 613 of the San Francisco County Superior Court, located at Civil Center Courthouse, 400 McAllister St., San Francisco, California 94102, on March 12, 2026, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through Zoom online at: <https://sf.courts.ca.gov/online-services/virtual-courtrooms>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for free by visiting The Civic Center Clerk’s Office located at Civil Center Courthouse, Civil Records Division, 400 McAllister St., Room 103, San Francisco, California 94012, during business hours, or online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information>, clicking “Access Now” under Civil Case Query and typing in the Court Case Number “CGC-24-611385.” **The Court’s website is free to use.**

You may also visit the Settlement Administrator’s website at <https://ilymgroup.com/BrownSettlement> for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, 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.

AVISO DE ACUERDO DE ACCIÓN DE DEMANDA COLECTIVA

Connor Brown v. Bi-Rite Management Services LLC, y otros.
Caso de la Corte Superior del Condado de San Francisco No. CGC-24-611385

POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE.

Usted ha recibido este Aviso Colectivo porque los registros de los Demandados indican que usted puede ser elegible de formar parte en un acuerdo de acción de demanda colectiva alcanzado en el caso antes referenciado.

Usted no necesita tomar alguna acción para recibir un pago del acuerdo.

Este Aviso Colectivo está diseñado para aconsejarle a usted de sus derechos y opciones con respecto al acuerdo, y cómo usted puede solicitar ser excluido del Acuerdo Colectivo, objetar al Acuerdo Colectivo y/o disputar el número de Semanas de Trabajo y/o Semanas de Trabajo bajo la PAGA con el que usted es acreditado, si usted así lo elige.

Un acuerdo de acción de demanda colectiva y representativa ha sido alcanzado entre el Demandante, Connor Brown (el “Demandante”), y los Demandados, Bi-Rite Management Services LLC, Bi-Rite Market, Inc. dba (haciendo negocios como, del inglés “doing business as”) Bi-Rite Family of Businesses, Bi-Rite Creamery, Inc., Bi-Rite Catering, LLC haciendo negocios como (dba) Bi-Rite Catering & Commissary Kitchen, y Bi-Rite Divis, Inc. (colectivamente, los “Demandados”) (el Demandante y los Demandados se refieren colectivamente como las “Partes”), en el caso titulado *Connor Brown v. Bi-Rite Management Services LLC, y otros*, Caso de la Corte Superior del Condado de San Francisco No. CGC-24-611385 (la “Acción”), la cual puede afectar sus derechos legales. El 18 de Noviembre del 2025, la Corte otorgó aprobación preliminar del acuerdo y programó una audiencia para el 12 de Marzo del 2026 a las 9:00 a.m. (la “Audiencia de Aprobación Final”) para determinar si la Corte debe otorgar aprobación final o no del acuerdo..

I. DEFINICIONES IMPORTANTES

El “**Grupo**” o “**Miembro del Grupo**” significan todos los empleados y exempleados pagados por hora y/o no exentos quienes trabajaron para los Demandados dentro del Estado de California en cualquier momento durante el Periodo del Grupo.

El “**Periodo del Grupo**” significa el periodo entre el 3 de Enero del 2020 hasta el 23 de Diciembre del 2024.

El “**Acuerdo Colectivo**” significa el acuerdo y la resolución de los Reclamos Exonerados del Grupo.

Los “**Empleados bajo la PAGA**” significan todos los empleados y exempleados pagados por hora y/o no exentos quienes trabajaron para los Demandados dentro del Estado de California en cualquier momento durante el Periodo bajo la PAGA.

El “**Periodo bajo la PAGA**” significa desde el 19 de Diciembre del 2022 hasta el 23 de Diciembre del 2024.

El “**Acuerdo bajo la PAGA**” significa el acuerdo y la resolución de todos los Reclamos Exonerados bajo la PAGA.

II. ANTECEDENTES DE LA ACCIÓN

El 19 de Diciembre del 2023, el Demandante brindó una viso escrito a la Agencia de Desarrollo de Trabajo y Fuerza Laboral (la “LWDA”, por sus siglas en inglés de “Labor and Workforce Development Agency”) de California y a los Demandados de las disposiciones específicas del Código de Trabajo de California que el Demandante contiene fueron violados (la “Carta bajo la PAGA”). El 3 de Enero del 2024, el Demandante inició una demanda de acción colectiva putativa al presentar un Reclamo de Acción Colectiva en la Acción. El 27 de Febrero del 2024, el Demandante presentó el Primer Reclamo Enmendado de Acción de Demanda Colectiva y Representativa (el “Reclamo Operativo”) en la Acción.

El Demandante contiene que los Demandados fallaron en pagar apropiadamente los salarios mínimos y por horas extra, brindar periodos de comida y de descanso bajo ley y sus primas asociadas, pagar oportunamente los salarios durante y tras la terminación de empleo y las penalidades asociadas por tiempos de espera, brindar estados de cuentas de salarios exactos, y reembolsar gastos de negocios y por ende realizó prácticas de negocios desleales en violación al Código de Negocios y Profesionales de California sección 17200, y *siguientes*, y conducta que da lugar a penalidades bajo la Ley General de

Abogados Privados del 2004 en cumplimiento al Código de Trabajo de California Sección 2698, y *siguientes* (la “PAGA”, por sus siglas en inglés de “Private Attorneys General Act”). El Demandante busca, entre otras cosas, la recuperación de salarios sin pagar y primas por periodos de comida y de descanso, gastos de negocios sin reembolsar, restitución, penalidades, intereses y honorarios y costos legales.

Los Demandados niegan todas las alegaciones en la Acción o que violaron alguna ley.

Las Partes participaron en una mediación con un mediador respetado en acciones de demandas colectivas, y como resultado, las Partes alcanzaron un acuerdo. Las Partes desde entonces han celebrado la Estipulación Conjunta de Acuerdo de Acción Colectiva y bajo la PAGA (el “Acuerdo” o “Acuerdo de Arreglo”).

El 18 de Noviembre del 2025, la Corte ingresó una orden de aprobación preliminar que aprueba el Acuerdo. La Corte ha designado a ILYM Group, Inc. como el administrador del Acuerdo (el “Administrador del Acuerdo”), el Demandante, Connor Brown, como representante del Grupo (el “Representante del Grupo”) y los siguientes abogados como los abogados del Demandante para el Grupo (los “Abogados del Grupo”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Si usted es un Miembro del Grupo, usted no tiene que tomar ninguna acción para recibir un Pago Individual del Acuerdo, pero usted tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso usted no recibirá un Pago Individual del Acuerdo), objetar al Acuerdo Colectivo y/o disputar las Semanas de Trabajo y/o Semanas de Trabajo bajo la PAGA acreditadas a usted, si usted elige hacerlo, tal como se explica con más detalle en las Secciones III y IV a continuación. Si usted es un Empleado bajo la PAGA, usted no tiene que tomar alguna acción para recibir un Pago Individual bajo la PAGA; usted no tendrá la oportunidad de objetar o buscar la exclusión del Acuerdo bajo la PAGA y todos los Empleados bajo la PAGA estarán sujetos bajo el Acuerdo bajo la PAGA si la Corte otorga aprobación final del Acuerdo.

El Acuerdo representa un compromiso y una liquidación de los reclamos altamente disputados. Nada en el Acuerdo tiene la intención ni será interpretado como una admisión por parte de los Demandados que los reclamos en la Acción tienen algún mérito o que los Demandados tienen alguna responsabilidad con el Demandante, los Miembros del Grupo, o Empleados bajo la PAGA. El Demandante y los Demandados, y sus respectivos abogados, han concluido y acordado que, a la luz de los riesgos e incertidumbres de cada lado de la litigación, el Acuerdo es justo, razonable y adecuado y está dentro de los mejores intereses de los Miembros del Grupo, el Estado de California y los Empleados bajo la PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula de Liquidación del Acuerdo

El monto bruto total del acuerdo es de Un Millón Ochocientos Cincuenta Dólares y Cero Centavos (\$1,850,000.00) (el “Monto Bruto del Acuerdo”). La porción del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros del Grupo es referida como el “Monto Neto del Acuerdo”. El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos, los cuales están sujetos a aprobación de la Corte: (1) los honorarios legales, en un monto que no excederá un tercio (1/3) del Monto Bruto del Acuerdo (es decir, \$616,666.67 si el Monto Bruto del Acuerdo es de \$1,850,000.00), y reembolso por costos y gastos de litigación, en un monto que no excederá los Veintiséis Mil Dólares y Cero Centavos (\$26,000.00) a los Abogados del Grupo; (2) Pagos por Servicio en un monto que no excederá los Diez Mil Dólares y Cero Centavos (\$10,000.00) al Demandante por sus servicios en la Acción; (3) el monto de Noventa Mil Dólares y Cero Centavos (\$90,000.00) distribuidos hacia penalidades civiles bajo la Ley General de Abogados Privados (el “Monto bajo la PAGA”), del cual se le pagará a la LWDA el 75% (\$67,500.00) (El “Pago a la LWDA”) y el 25% restante

(\$22,500.00) serán distribuidos a los Empleados bajo la PAGA (el “Monto para los Empleados bajo la PAGA”); y (4) los Costos de Administración del Acuerdo en un monto que no excederán los Trece Mil Dólares y Cero Centavos (\$13,000.00) al Administrador del Acuerdo.

Los Miembros del Grupo son elegibles para recibir un pago bajo el Acuerdo Colectivo de su porción *prorrataada* del Monto Neto del Acuerdo (la “Porción Individual del Acuerdo”) basándose en el número de semanas que cada Miembro del Grupo trabajó para los Demandados como un empleado pagado por hora y/o no exento en California durante el Periodo del Grupo (las “Semanas de Trabajo”). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo por las Semanas de Trabajo de todos los Miembros del Grupo para producir el “Valor Estimado de Semanas de Trabajo” y multiplicó las Semanas de Trabajo individuales de cada Miembro del Grupo por el Valor Estimado de Semanas de Trabajo para producir una Porción Individual del Acuerdo estimada que cada Miembro del Grupo puede tener derecho a recibir bajo el Acuerdo Colectivo (el cual se enumera en la Sección III.C a continuación). A los Miembros del Grupo quienes no presenten una Solicitud para Exclusión válida y oportuna (los “Miembros del Grupo del Acuerdo”) se les emitirá su Pago Individual del Acuerdo final.

Cada Porción Individual del Acuerdo será distribuido como veinte por ciento (20%) a salarios, el cual será reportado en un Formulario W-2 del IRS (Servicio de Rentas Internas), y ochenta por ciento (80%) como penalidades, intereses y daños no salariales, los cuales serán reportados en el Formulario 1099 del IRS (en caso de que aplique). Cada Porción Individual del Acuerdo estará sujeto a deducciones por la porción del empleado de impuestos de nómina de pago y retenciones en relación a la porción de salarios de las Porciones Individuales del Acuerdo resultando en un pago neto al Miembro del Grupo del Acuerdo (el “Pago Individual del Acuerdo”). La porción de impuestos y contribuciones del empleador en conexión con la porción de salarios de las Porciones Individuales del Acuerdo serán pagados por los Demandados por separado y además del Monto Bruto del Acuerdo.

Los Empleados bajo la PAGA son elegibles para recibir un pago bajo el Acuerdo bajo la PAGA de su porción *prorrataada* del Monto de los Empleados bajo la PAGA (el “Pago Individual bajo la PAGA”) basándose en el número de semanas que cada Empleado bajo la PAGA trabajó para los Demandados como un empleado pagado por hora y/o no exento en California durante el Periodo bajo la PAGA (las “Semanas de Trabajo bajo la PAGA”). El Administrador del Acuerdo ha dividido el Monto de los Empleados bajo la PAGA, es decir, 25% del Monto bajo la PAGA, por las Semanas de Trabajo bajo la PAGA de todos los Empleados bajo la PAGA para producir el “Valor de Semanas de Trabajo bajo la PAGA”, y multiplicado por las Semanas de Trabajo bajo la PAGA individuales de cada Empleado bajo la PAGA por el Valor de Semanas de Trabajo bajo la PAGA para producir el Pago Individual bajo la PAGA para cada Empleado bajo la PAGA.

Cada Pago Individual bajo la PAGA será distribuido como cien por ciento (100%) a penalidades, no estará sujeto a impuestos o a retenciones y será reportado en el Formulario 1099 del IRS (en caso de que aplique).

Si la Corte otorga aprobación final del Acuerdo, Los Pagos Individuales del Acuerdo serán enviadas por correo a los Miembros del Grupo del Acuerdo y los Pagos Individuales bajo la PAGA serán enviadas por correo a los Empleados bajo la PAGA a la dirección que se encuentra en archivo con el Administrador del Acuerdo. **Si la dirección a la cual se envía este Aviso Colectivo no es correcta, o si usted se muda después de que usted reciba este Aviso Colectivo, usted debe brindar su dirección correcta de correo al Administrador del Acuerdo tan pronto como sea posible para poder asegurar que usted reciba cualquier pago al cual usted tenga derecho bajo el Acuerdo.**

B. Sus Semanas de Trabajo y Semanas de Trabajo bajo la PAGA (en caso de que aplique) Basándose en los Registros de los Demandados

Según los registros de los Demandados:

- Desde el 3 de Enero del 2020 hasta el 23 de Diciembre del 2024 (es decir, el Periodo del Grupo), a usted se le acredita como que ha trabajado «Class_Workweeks» Semanas de Trabajo.
- Desde el 19 de Diciembre del 2022 hasta el 23 de Diciembre del 2024 (es decir, el Periodo bajo la PAGA), a usted se le acredita como que ha trabajado «PAGA_Pay_Periods» Semanas de Trabajo bajo la PAGA.

Si usted desea disputar sus Semanas de Trabajo y/o Semanas de Trabajo bajo la PAGA acreditados a usted, usted debe

presentar su disputa por escrito al Administrador del Acuerdo (la “Disputa de Semanas de Trabajo”). La Disputa de Semanas de Trabajo debe: (a) contener el nombre y número de la Acción (*Brown v. Bi-Rite Management Services LLC, y otros*, Caso No. CGC-24-611385) (b) contener su nombre completo, firma, dirección y número de teléfono; (c) establecer claramente que usted disputa el número de Semanas de Trabajo y/o Semanas de Trabajo bajo la PAGA acreditados a usted y lo que usted contiene es el número correcto; y (d) ser retornado por correo al Administrador del Acuerdo en la dirección especificada en la Sección IV.B a continuación, post sellado **en o antes del 30 de Enero del 2026**.

C. Su Porción Estimada Individual del Acuerdo y Pago Individual bajo la PAGA (en caso de que aplique)

Tal como se explicó anteriormente, su Porción Individual del Acuerdo y su Pago Individual bajo la PAGA (en caso de que aplique) estimados están basados en el número de Semanas de Trabajo y Semanas de Trabajo bajo la PAGA (en caso de que aplique) acreditadas a usted.

Bajo los términos del Acuerdo, su Porción Individual del Acuerdo se estima que es de \$«Estimated_Individual_Class_Award». La Porción Individual del Acuerdo está sujeto a la reducción de la porción de los impuestos y retenciones de los empleados con relación a la porción de salarios de la Porción Individual del Acuerdo y solo será distribuido si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en efecto.

Bajo los términos del Acuerdo, su Pago Individual bajo la PAGA se estima que es de \$«Estimated_Individual_PAGA_Award» y solo será distribuido si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en efecto.

El proceso de aprobación del acuerdo puede tomar muchos meses. Su Porción Individual del Acuerdo y el Pago Individual bajo la PAGA (en caso de que aplique) reflejados en este Aviso Colectivo son solo un estimado. Su Pago Individual del Acuerdo y el Pago Individual bajo la PAGA (en caso de que aplique) puede ser mayor menor.

D. Exoneración de Reclamos

Tras la Fecha Efectiva y el financiamiento completo del Monto Bruto del Acuerdo, el Demandante y todos los Miembros del Grupo del Acuerdo serán considerados como que han completa, finalmente y para siempre exonerado, liquidado, comprometido, renunciado y descargado a las Partes Exoneradas de todos los Reclamos Exonerados del Grupo.

Tras la Fecha Efectiva y el financiamiento completo del Monto Bruto del Acuerdo, el Demandante, el Estado de California con respecto a todos los Empleados bajo la PAGA, y todos los Empleados bajo la PAGA serán considerados como que han completa, finalmente y para siempre exonerado, liquidado, comprometido, renunciado y descargado a las Partes Exoneradas de todos los Reclamos Exonerados bajo la PAGA.

Los “Reclamos Exonerados del Grupo” significan cualquier y todo reclamo que fue alegado o que pudo haber sido alegado basándose en las alegaciones factuales en el Reclamo Operativo, que surgen durante el Periodo del Grupo y deberá específicamente incluir los reclamos por la supuesta falla de los Demandados de pagar salarios mínimos y por horas extra, brindar periodos de comida y de descanso bajo ley y los pagos asociados a primas, pagar oportunamente los salarios durante y tras la terminación de empleo, brindar estados de cuentas de salarios precisos, y reembolsar los gastos necesarios relacionados con el negocio en violación al Código de Trabajo de California Secciones 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 y 2802 y Órdenes de Salarios aplicables de la Comisión de Bienestar Industrial, y el Código de Negocios y Profesiones de California Secciones 17200, y *siguientes*, basándose en las violaciones antes mencionadas del Código de Trabajo de California.

Los “Reclamos Exonerados bajo la PAGA” significa cualquier y todo reclamo que surge de las alegaciones factuales en la Carta bajo la PAGA y/o Reclamo operativo, que surgen durante el Periodo bajo la PAGA, por penalidades civiles bajo la Ley General de Abogados Privados del 2004, el Código de Trabajo de California Secciones 2698 y *siguientes*, incluyendo la supuesta falla de los Demandados de pagar salarios mínimos y por horas extra, brindar periodos de comida y de descanso bajo ley y los pagos asociados a primas, pagar oportunamente los salarios durante el empleo y tras la terminación de empleo, brindar estados de cuentas de salarios exactos, mantener registros de nómina de pago completos y precisos, y reembolsar los gastos necesarios relacionados con el negocio en violación al Código de Trabajo de California Secciones 201, 202, 203,

204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, y 2802, y Órdenes de Salarios aplicables de la Comisión de Bienestar Industrial.

Las “Partes Exoneradas” significan los Demandados y cada uno de sus respectivos agentes, oficiales, empleados quienes no son Miembros del Grupo, directores, miembros, propietarios, compañías matrices, aseguradores, accionistas, subsidiarias, afiliadas, predecesores, sucesores y cesionarios.

E. Honorarios y Costos Legales a los Abogados del Grupo

Los Abogados del Grupo buscan honorarios legales en un monto que no excederá un tercio (1/3) del Monto Bruto del Acuerdo (es decir \$616,666.67 si el Monto Bruto del Acuerdo es de \$1,850,000.00) y el reembolso de los costos y gastos de litigación en un monto que no excederá los Veintiséis Mil Dólares y Cero Centavos (\$26,000.00) (colectivamente, los “Honorarios y Costos Legales”), sujetos a aprobación de la Corte. Los Honorarios y Costos Legales otorgados por la Corte serán pagados del Monto Bruto del Acuerdo. Los Abogados del Grupo han estado litigando la Acción en nombre del Demandante, de los Miembros del Grupo y los Empleados bajo la PAGA bajo una tarifa contingente (eso quiere decir, sin que se les haya pagado dinero hasta la fecha) y han estado pagando todos los costos y gastos de litigación.

F. Pago por Servicio al Demandante

El Demandante buscará el monto de Diez Mil Dólares y Cero Centavos (\$10,000.00) (el “Pago por Servicio”), en reconocimiento por sus servicios en conexión con la Acción. El Pago por Servicio será pagado del Monto Bruto del Acuerdo, sujeto a aprobación de la Corte, y de ser otorgado, será pagado al Demandante además de su Pago Individual del Acuerdo y/o Pago Individual bajo la PAGA al que él tenga derecho bajo el Acuerdo.

G. Los Costos de Administración del Acuerdo al Administrador del Acuerdo

El pago al Administrador del Acuerdo está estimado que no excederá los Trece Mil Dólares y Cero Centavos (\$13,000.00) (los “Costos de Administración del Acuerdo”) por los costos del aviso y el proceso de administración del acuerdo, incluyendo, y sin limitación a, los gastos de notificar a los Miembros del Grupo del Acuerdo, el procesamiento de las Solicitudes para Exclusión, Avisos de Objeción y las Disputas de Semanas de Trabajo, calcular las Porciones Individuales del Acuerdo, los Pagos Individuales del Acuerdo, y los Pagos Individuales bajo la PAGA, y distribuir los pagos y formularios de impuestos bajo el Acuerdo, y deberá ser pagado del Monto Bruto del Acuerdo, sujeto a aprobación por parte de la Corte.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL GRUPO?

A. Participar en el Acuerdo

Si usted quiere participar en el Acuerdo Colectivo y recibir dinero del Acuerdo Colectivo, usted no tiene que hacer algo. Usted automáticamente estará incluido en el Acuerdo Colectivo y se le emitirá su Porción Individual del Acuerdo a menos que usted decida excluirse a usted mismo del Acuerdo Colectivo.

A menos que usted elija excluirse a usted mismo del Acuerdo Colectivo y si la Corte otorga aprobación final del Acuerdo, usted estará sujeto bajo los términos del Acuerdo Colectivo y cualquier sentencia que pueda ser ingresada por la Corte basándose sobre la misma, y usted exonerará los Reclamos Exonerados del Grupo tal como se describe en la Sección III.D anterior.

Si usted es un Empleado bajo la PAGA y la Corte otorga aprobación final del Acuerdo, usted automáticamente será incluido en el Acuerdo bajo la PAGA y se le emitirá su Pago Individual bajo la PAGA. Esto significa que usted estará sujeto bajo los términos del Acuerdo bajo la PAGA y cualquier sentencia que pueda ser ingresada por la Corte basándose sobre la misma, y usted exonerará los Reclamos Exonerados bajo la PAGA en contra de las Partes Exoneradas tal como se describe en la Sección III.D anterior.

Como un Miembro del Grupo y Empleado bajo la PAGA (en caso de que aplique), usted no será responsable por separado por el pago de los honorarios legales o los costos y gastos de litigación, a menos que usted retenga su propio abogado, en cuyo caso ellos serán responsables por sus propios honorarios y gastos de los abogados.

B. Solicitud para Exclusión del Acuerdo Colectivo

Los Miembros del Grupo pueden solicitar ser excluidos del Acuerdo Colectivo al presentar una carta (“Solicitud para Exclusión”) al Administrador del Acuerdo, a la siguiente dirección:

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

La Solicitud para Exclusión debe: (a) contener el nombre del caso y número de la Acción (*Brown v. Bi-Rite Management Services LLC, y otros*, Caso No. CGC-24-611385); (b) contener su nombre completo, firma, dirección y número de teléfono; (c) declarar claramente que usted no desea ser incluido en el Acuerdo Colectivo; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada anteriormente, post sellada **en o antes del 30 de Enero del 2026**.

Si la Corte otorga aprobación final del Acuerdo, a cualquier Miembro del Grupo quien presente una Solicitud para Exclusión oportuna y válida no se le emitirá un Pago Individual del Acuerdo, no estará sujeto bajo el Acuerdo Colectivo (y exonerará los Reclamos Exonerados del Grupo descritos en la Sección III.D anterior), y no tendrán algún derecho de objetar, apelar, o comentar sobre el Acuerdo Colectivo. Los Miembros del Grupo quienes no presenten una Solicitud para Exclusión oportuna y válida será considerado como un Miembro del Grupo del Acuerdo y estará sujeto bajo todos los términos del Acuerdo Colectivo, incluyendo aquellos que pertenecen a la exoneración de los reclamos descritos en la Sección III.D anterior, al igual que cualquier sentencia que pueda ser ingresada por la Corte basándose en lo mismo. Los Empleados bajo la PAGA estarán sujetos al Acuerdo bajo la PAGA (y la exoneración de los Reclamos Exonerados bajo la PAGA descritos en la Sección III.D anterior) y siempre se les emitirá un Pago Individual bajo la PAGA, sin importar si ellos presenten o no una Solicitud para Exclusión.

C. Objetar al Acuerdo Colectivo

Usted puede objetar al Acuerdo Colectivo siempre y cuando usted no haya enviado una Solicitud para Exclusión al entregar una objeción por escrito (un “Aviso de Objeción”) al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y número de caso de la Acción (*Brown v. Bi-Rite Management Services LLC, y otros.*, Caso No. CGC-24-611385); (b) contener su nombre completo, firma, dirección y número de teléfono; (c) contener una declaración escrita de todos los fundamentos para la objeción acompañado de cualquier respaldo legal para dicha objeción; (d) contener copias de cualquier papel, resumen u otro documento tras el cual se base la objeción; y (e) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada enumerada en la Sección IV.B anterior, post sellado **en o antes del 30 de Enero del 2026**.

Usted también puede comparecer en la Audiencia de Aprobación Final y presentar su objeción de manera verbal, sin importar si ha presentado o no un Aviso de Objeción y sin un previo aviso.

Si usted presenta tanto una Solicitud para Exclusión y Aviso de Objeción, el Administrador del Acuerdo honrará la solicitud que se reciba primero y desestimaré la otra.

V. AUDIENCIA DE APROBACIÓN FINAL

La Corte sostendrá una Audiencia de Aprobación Final en El Departamento 613 de la Corte Superior del Condado de San Francisco, ubicada en Civil Center Courthouse, 400 McAllister St., San Francisco, California 94102, el 12 de Marzo del 2026 a las 9:00 a.m., para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. A la Corte se le pedirá también que apruebe y otorgue los Honorarios Legales y Costos de los Abogados del Grupo, el Pago por Servicio al Demandante, y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final puede ser aplazada sin previo aviso a los Miembros del Grupo y a los Empleados bajo la PAGA. No es necesario que usted comparezca en la Audiencia de Aprobación Final, aunque usted puede comparecer si usted así lo desea.

Usted puede encontrar más información en relación a asistencia remota a través de Zoom en línea en la dirección: <https://sf.courts.ca.gov/online-services/virtual-courtrooms>

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para los términos y condiciones precisos del Acuerdo de Arreglo, usted debe revisar el Acuerdo de Arreglo detallado y otros documentos, los cuales se encuentran en archivo con la Corte.

Usted puede ver el Acuerdo de arreglo y otros documentos archivados en la Acción de forma gratuita al visitar la Oficina del Oficial del Centro Cívico (Civic Center) ubicada en Civil Center Courthouse, División de Registros Civiles (Civil Records Division), 400 McAllister St., Habitación 103, San Francisco, California 94012, durante las horas hábiles, o en línea visitando la siguiente página web: <https://sf.courts.ca.gov/online-services/case-information> y haciendo clic en “Access Now” (Acceder Ahora) bajo la Consulta de Casos Civiles (Civil Case Query) y escribiendo el Número de Caso de la Corte: “CGC-24-611385” **El sitio web de la Corte es de uso gratuito.**

Usted también puede visitar el sitio web del Administrador del Acuerdo en la dirección: <https://ilymgroup.com/BrownSettlement> para los documentos clave en la Acción.

POR FAVOR NO LLAME POR TELÉFONO A LA CORTE, AL JUEZ O A LA OFICINA DEL OFICIAL PARA INFORMACIÓN EN RELACIÓN A ESTE ACUERDO.

SI USTED TIENE ALGUNA PREGUNTA, USTED PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 250-6810, O USTED TAMBIÉN PUEDE CONTACTAR A LOS ABOGADOS DEL GRUPO.

Brown v. Bi-Rite Management Services LLC, et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID

QR

Code»

ILYM ID: «ILYMID» «Piece_Number»

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip_Code»

EXHIBIT “B”

Case Name: Brown v. Bi-Rite Management Services LLC, et al.

Wednesday, November 20, 2024

Requesting Attorneys Name:	Alexandra Rose
E-Mail:	arose@blackstonepc.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	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	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$3,140.00
Notification & Mailing:	\$1,942.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$4,252.50
Case Conclusion:	\$965.00

All-In/Capped ILYM Fees & Expenses: \$10,950.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Brown v. Bi-Rite Management Services LLC, et al.

Wednesday, November 20, 2024

Requesting Attorneys Name: Alexandra Rose

Activity	Rate Type	Unit Cost	Volume	Amount
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
Subtotal				\$650.00

**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.*

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
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
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				\$3,140.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	700	\$1,050.00
USPS First Class Postage	Per Piece	\$0.85	700	\$595.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	70	\$140.00
Storage, Photocopies, Deliveries	Flat Fee	\$157.50	1	\$157.50
Subtotal				\$1,942.50

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Brown v. Bi-Rite Management Services LLC, et al.

Wednesday, November 20, 2024

Requesting Attorneys Name: Alexandra Rose

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	700	\$700.00
USPS First Class Postage	Per Piece	\$0.60	700	\$420.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	35	\$52.50
Preparation of Taxes	Hourly	\$120.00	4	\$480.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,252.50

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 to the State	Flat Fee	\$500.00	1	\$500.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$965.00

All-In/Capped ILYM Fees & Expenses: \$10,950.00

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 responsible 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.