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Attorneys for Plaintiff KIMBERLY M. WILHELM,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

KIMBERLY M. WILHELM, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

KEMPER SPORTS MANAGEMENT, LLC, a
Delaware Limited Liability Company; KEMPER
SPORTS MANAGEMENT HOLDINGS, LLC, a
Delaware Limited Liability Company, and DOES
1 through 50, inclusive,

Defendants.

Case No. 30-2024-01376524-CU-OE-CXC

[Assigned for all purposes to Hon. David A.
Hoffer, Dept. CX-103]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**DECLARATION OF GARVIN BROWN
ON BEHALF OF ILYM GROUP, INC.
FOR FINAL APPROVAL OF CLASS
AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Date: January 26, 2026
Time: 1:30 p.m.
Courtroom: Dept. CX103
Judge: Hon. David A. Hoffer

Action Filed: January 30, 2024
Trial: Not Set

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I, Garvin Brown, declare as follows:

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

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

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

1 Settlement; and (j) performing other tasks as the Parties mutually agree to and/or the Court
2 orders ILYM Group to perform.

3 4. On September 16, 2025, ILYM Group received the Court approved text for the
4 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice
5 Packet, which was approved by the Parties' Counsel prior to mailing.

6 5. On October 1, 2025, ILYM Group received the class data file from Counsel for
7 Defendant, which contained the name, social security number, last known mailing address, the
8 number of workweeks worked for each Settlement Class Member during the Class Period and
9 the number of Pay Periods worked for each PAGA Employee during the PAGA Period. The
10 data file was uploaded to our database and checked for duplicates and other possible
11 discrepancies. The Class List contained 1,671 individuals. Out of 1,671 individuals, 1,225 were
12 Class Members and 1,004 were PAGA Employees. Out of 1,671 individuals 558 were both
13 Class Members and PAGA Employees, 667 were Class Members only and 446 were PAGA
14 Employees only.

15 6. As part of the preparation for mailing, all 1,671 names and addresses contained
16 in the Class List were then processed against the National Change of Address ("NCOA")
17 database, maintained by the United States Postal Service ("USPS"), for purposes of updating
18 and confirming the mailing addresses of the Settlement Class Members before mailing of the
19 Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the
20 extent that an updated address was found in the NCOA database, the updated address was used
21 for the mailing of the Notice Packet. To the extent that no updated address was found in the
22 NCOA database, the original address provided by Counsel for Defendants was used for the
23 mailing of the Notice Packet.

24 7. On October 10, 2025, the Notice Packet was mailed, in both English and
25 Spanish, via U.S First Class Mail, to all 1,671 individuals contained in the Class List. Attached
26 hereto, as **Exhibit A**, is a true and correct copy of the mailed Notice Packet.
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1 8. As of the date of this declaration, 142 Notice Packets have been returned to our
2 office. Of the 142 returned Notice Packets, none included a returned with a forwarding address.
3 ILYM Group performed a computerized skip trace on the 142 returned Notice Packets that did
4 not have a forwarding address, in an effort to obtain an updated address for the purpose of
5 remailing the Notice Packet. As a result of this skip trace, 96 updated addresses were obtained
6 and the Notice Packets were promptly remailed to those Settlement Class Members, via U.S.
7 First Class Mail. The date of the last remail was November 4, 2025. The additional response
8 deadline for remailed Notice Packets has lapsed, and to date, ILYM Group has not received any
9 request for exclusions or objections from any Class Member whose notice was remailed.

10 9. As of the date of this declaration, a total of 96 Notice Packets have been remailed
11 as a result of ILYM Group's skip tracing efforts.

12 10. As of the date of this declaration, a total of 46 Notice Packets have been deemed
13 undeliverable as no updated addresses were found notwithstanding the skip tracing.

14 11. As of the date of this declaration, ILYM Group has received 3 requests for
15 exclusion from which only 2 are valid. Edwin Hesse, who submitted a request for exclusion, is a
16 PAGA Employee only and cannot exclude himself from the Settlement. Therefore, Mr. Hesse
17 will receive his PAGA individual settlement portion regardless of the submitted exclusion
18 request. The deadline to request exclusion from the Settlement was December 9, 2025. ILYM
19 Group received two requests for exclusions on October 24, 2025, and one request for exclusion
20 on October 25, 2025. One request for exclusion from Samuel Sexton also included a completed
21 objection form. ILYM Group clarified with the Class Member regarding his intent, explaining
22 that he could either submit an exclusion request or objection. Mr. Sexton informed ILYM
23 Group that he thought he would put his reasoning for excluding himself on the objection form.
24 Therefore, the objection form submitted by Samuel Sexton should be disregarded, and Samuel
25 Sexton should be excluded from Class Settlement based on his request for exclusion. Attached
26 hereto, as **Exhibit B**, are the true and correct copies of the requests for exclusions.
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12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was December 9, 2025.

13. As of the date of this declaration, ILYM Group has not received any workweek disputes from a Settlement Class Member. The deadline to submit workweek disputes was December 9, 2025.

14. As of the date of this declaration, ILYM Group will report a total of 1,223 Participating Class Members, representing 99.83% of the 1,225 Class Members.

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

Gross Settlement Amount	\$1,500,000.00
Attorney's Fees	\$500,000.00
Attorney's Costs/Expenses	\$27,254.76
Service Payment - K. Wilhelm	\$5,000.00
ILYM Group Fees	\$15,950.00
LWDA	\$75,000.00
PAGA Employees	\$25,000.00
Net Settlement Class Amount	\$851,795.24

Net Settlement Amount inclusive of PAGA allocation to PAGA Employees is \$876,795.24.

16. The total number of Workweeks worked by the Participating Class Members during the class period is 112,487 and the total number of Pay Periods worked by the PAGA

1 Employees is 31,502. As of the end of class period, i.e. April 18, 2025, the Escalator Clause
2 has not been triggered.

3 17. To determine a Participating Class Member's individual class settlement
4 payment, the distribution shall be divided among all Class Members on a pro rata basis, based
5 on the ratio of the applicable Workweeks worked by each Class Member during the Class
6 Period, to the total number of applicable Workweeks worked by all Class Members during the
7 Class Period. Based on these calculations, the Participating Class Members will receive an
8 estimated average class individual payment of \$693.10, with the estimated highest class
9 individual payment being \$2,060.60, and the estimated lowest class individual payment being
10 \$7.55

11 18. Pursuant to the Agreement, 25% of the PAGA penalties in the amount of \$25,000.00
12 will be allocated to PAGA Employees regardless of whether he or she opted out of the
13 Settlement. PAGA Employees cannot opt out of the PAGA Settlement. The PAGA
14 Employees' PAGA Amount is allocated on a pro rata basis using their PAGA Pay Periods.
15 There are 1,004 PAGA Employees who worked 31,502 pay periods during the PAGA period.
16 The PAGA Employees' PAGA payment shares will be calculated based on the PAGA
17 Employee's number of Pay Periods worked during the PAGA Period. The distribution will be
18 divided among all PAGA Employees on a pro rata basis, based on the ratio of the applicable
19 PAGA Pay Periods worked by each PAGA Employee during the PAGA Period, to the total
20 number of applicable PAGA Pay Periods worked by all PAGA Employees during the PAGA
21 Period. Based on these calculations, the PAGA Employees will receive an estimated average
22 individual PAGA payment of \$24.90, with the estimated highest individual PAGA payment
23 being \$46.03 and the estimated lowest individual PAGA payment being \$0.79.

24 19. Plaintiff's anticipated individual settlement payment is \$1,524,69 for 202
25 Workweeks and \$18.25 for 23 PAGA pay periods, which is in addition to her Service Payment.

26 20. ILYM Group's total fees and costs for services in connection with the
27 administration of this Settlement, which includes fees and costs incurred to-date, as well as
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1 anticipated fees and costs for completion of the settlement administration, are \$15,950.00.
2 ILYM Group's work in connection with this matter will continue with the calculation of the
3 settlement award payments, issuance and mailing of the settlement award checks, the necessary
4 tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to
5 and/or the Court orders ILYM Group to perform. Attached hereto, as **Exhibit C**, is a true and
6 correct copy of ILYM Group's invoice.

7 I declare under penalty of perjury under the laws of the State of California and the
8 United States that the foregoing is true and correct to the best of my knowledge and that this
9 Declaration was executed this 23rd day of December 2025, at Tustin, California.

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12 *Garvin Brown*

13 GARVIN BROWN
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EXHIBIT “A”

I. NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.

Orange County Superior Court Case No. 30-2024-01376524-CU-OE-CXC

A Court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF KEMPER SPORTS MANAGEMENT, LLC and/or KEMPER SPORTS MANAGEMENT, INC.; KEMPER SPORTS MANAGEMENT HOLDINGS, LLC (“DEFENDANTS” or “KEMPER SPORTS”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN JANUARY 30, 2020 AND APRIL 18, 2025 (THE “CLASS PERIOD”) AND DID NOT SIGN AN ARBITRATION AGREEMENT WITH CLASS WAIVER, THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Purpose of this Notice

A proposed settlement (the “Settlement”) has been reached in a proposed class and PAGA action lawsuit brought by Plaintiff Kimberly M. Wilhelm (“Plaintiff”) against Defendants, entitled *Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.* Orange County Superior Court Case No. 30-2024-01376524-CU-OE-CXC (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

You are receiving this notice because KEMPER SPORTS’s records indicate that you worked for KEMPER SPORTS as a non-exempt employee in California for some time between January 30, 2020 and April 18, 2025 (“Class Period”) and did not sign an arbitration agreement with class waiver. This means you are a potential Class Member, and you have a right to know about the proposed Settlement.

In addition, you are also a PAGA Employee if you are currently or were formerly employed as a non-exempt employee of KEMPER SPORTS who worked for KEMPER SPORTS within California at any time during the period from January 30, 2023 to April 18, 2025 (“PAGA Period”).

This Notice advises you of your options under this Settlement, which include how you can participate in this Settlement and receive your share of the Settlement proceeds, how you can exclude yourself from the class Settlement, or how you can object to the class Settlement.

What is the case about?

On January 30, 2024, Plaintiff filed a putative class action. On May 1, 2024, Plaintiff filed a First Amended Complaint alleging the following claims against Defendants: (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) failure to indemnify necessary business expenses; (7) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”).

PAGA allows employees to file a representative action on behalf of themselves, other current and former employees, and the State of California to seek recovery of civil penalties for alleged Labor Code violations.

The Action seeks unpaid wages for a class of all current and former non-exempt employees of KEMPER SPORTS who worked in California at any time during the Class Period (the “Class” or “Class Members”). The Action also seeks penalties under PAGA for all current and former non-exempt employees of KEMPER SPORTS who worked in California at any time during the PAGA Period (“PAGA Employees”).

Defendants deny each and every allegation in the Action, deny any liability or wrongdoing of any kind, and believe that they treated, and continue to treat, their employees fairly and in full compliance with the law.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive your individual settlement share under the Settlement if the Court finally approves the Settlement. You will also give up rights to assert the Released Claims against Defendant as explained more fully below.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: DECEMBER 9, 2025	You have the option to exclude yourself from the Class Settlement. If you choose to do so, you must mail to the Administrator, in writing, a completed Request for Exclusion Form. If you exclude yourself, you will NOT receive any payment under the Settlement (other than based on the PAGA Claim, if applicable). Request for Exclusion Forms must be submitted by December 9, 2025 .
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT WRITTEN OBJECTIONS: DECEMBER 9, 2025	To object to the Class Settlement, you must either mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator by completing and submitting the Objection Form, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion Form if you wish to object. <i>Written</i> objections must be submitted by December 9, 2025 .

What are the Settlement terms?

Subject to final Court approval, Defendants will pay a maximum total payment under the Settlement of \$1,500,000.00 (the “Gross Settlement Amount”) for: (a) individual Settlement Class Payments to Settlement Class Members; (b) the Service Payment to Plaintiff (up to \$5,000.00); (c) attorneys’ fees (not to exceed 33 and 1/3% of the Gross Settlement Amount, \$500,000.00) and litigation costs to Class Counsel (not to exceed \$30,000) (“Class Counsel’s Fees and Costs”); (d) the amount of \$100,000.00 allocated toward civil penalties under the PAGA (the “PAGA Allocation”), of which the LWDA will be paid 75% (i.e. \$75,000.00 (“PAGA Penalty Payment”) and the remaining 25% (i.e. \$25,000.00) will be distributed to PAGA Employees (the “PAGA Settlement Payments”); and (e) payment to the Settlement Administrator for settlement administration services (estimated to be no more than \$15,950.00) (“Administrative Expenses”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Costs, the Service Payment to Plaintiff, the PAGA Penalty Payment, and the Administrative Expenses. Settlement Class Payments and PAGA Settlement Payments (defined below) will be paid from the Net Settlement Amount.

Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totaling \$25,000.00, based upon the total number of workweeks worked by the Settlement Class Member during the Class Period (the “Settlement Class Payment”). The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$25,000.00 set aside for all PAGA Settlement Payment) × (the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members).

PAGA Employees will receive a pro-rata share of the \$25,000.00 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”) based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period, regardless of whether they request exclusion from the Settlement. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$25,000.000 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

The total payment to an individual, including their Settlement Class Payment and PAGA Settlement Payment, is their "Individual Settlement Payment". Your estimated Individual Settlement Payment is **\$«Estimated Total Payment»**, which includes your payment from the Class settlement in the estimated amount of **\$«Est Individual Settlement Payment»** and your payment from the PAGA settlement in the estimated amount of **\$«Est Individual PAGA Payment»**. This is just an estimate. Your final share will be determined by the Settlement Administrator.

The above estimates are based on Defendants' records showing you worked **«Covered Workweeks»** Workweeks during the Class Period and worked **«Pay Periods»** Pay Periods during the PAGA Period. You may seek to dispute the number of your workweeks. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of workweeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before **DECEMBER 9, 2025** (the "Response Deadline") at:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

You must produce documentary evidence supporting your contention. The Settlement Administrator will evaluate the evidence submitted and make an initial decision as to which figures should be applied. The parties shall file with the Court all Workweeks Disputes submitted by Class Members together with the evidence submitted by Class Members, and the decision made based on that evidence. Although the Settlement Administrator may make the initial decision regarding the Workweeks Disputes, the court may review any decision made by the Settlement Administrator regarding Workweeks Disputes.

For tax reporting purposes, the payments to Class Members will be allocated 1/3 wages, and 2/3 interest and penalties. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties, and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendants.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. Even if the Individual Settlement Payment is not cashed, claimed or negotiated by the Class Member within the one hundred eighty (180) days from the date of the checks' issuance, the Settlement Class Member shall remain bound by the Released Class Claims, unless the Class Member submitted a timely and valid Request for Exclusion Form.

The "Effective Date" of the Settlement will be the date upon which all of the following have occurred: (i) the Parties stipulate to seek remand to state court and the Action is remanded; (ii) the state court grants final approval of the Settlement and (iii) the state court's Judgment approving the Settlement becomes Final. Final shall mean the latest of: (a) if no Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members file timely objection to the Settlement, the later of: (1) the date on which the time for all appeals relating to objections to Settlement and the final approval order has expired; or (2) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment; or (c) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with any appellate court that has jurisdiction, or, (d) if a petition for review is filed, the date of denial of the

petition, or the date the Court's Judgment is entered, pursuant to such petition. Provided, however, if the California Labor & Workforce Development Agency ("LWDA") has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA's objection to the Settlement is resolved and no longer appealable. Defendants will fund the Gross Settlement Amount within twenty-one (21) days after the Effective Date. The Settlement Administrator shall mail checks no later than fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendants.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

Released Class Claims. Those Class Members who do not submit a timely and valid Request for Exclusion Form to the Settlement Administrator (i.e. Settlement Class Members), and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge Defendants and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants ("Released Parties") from the Released Class Claims.

Released Class Claims are defined as all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, without limitation, claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay wages including at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8) unfair business practices; and (9) claims for violation of California Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and California Business and Professions Code section 17200 et seq. (arising from violations of the labor code listed above) or any applicable IWC Wage Order ("Released Class Claims"). Class Members do not release any claims that cannot be released by law including, without limitation, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Released PAGA Claims. In addition, upon full payment of Gross Settlement Amount, all PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the Complaint and the PAGA Notice including, without limitation, claims for PAGA penalties arising from (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay wages including at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8) claims for penalties under the Private Attorneys General Act for violation of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, et seq. ("PAGA"), or any applicable IWC Wage Order ("Released PAGA Claims").

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If

ILYM ID: «ILYM_ID»

«PC»

you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Class Released Claims as described above. If you are a PAGA Employee, you will automatically be included and issued your PAGA Settlement Payment. This means you will release the PAGA Released Claims.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

Objecting to the Settlement: If you are a Class Member, and you do not request exclusion from the Settlement, you may object to the Settlement before final approval of the Settlement by the Court by submitting a written objection or presenting your objection at the Final Approval Hearing.

To assert an objection to the Settlement, a Settlement Class Member must submit an Objection Form to the Settlement Administrator by first class U.S. mail at the address specified on the Notice in the Objection Form not later than **DECEMBER 9, 2025**. If you choose not to submit a written objection using the Objection Form, the written objection must include: (1) your full name, address, and last four digits of your Social Security number; (2) your signature; (3) the case and number (*Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.*, Orange County Superior Court Case No. 30-2024-01376524-CU-OE-CX); and (4) be postmarked on or before **DECEMBER 9, 2025** and submitted to the Settlement Administrator at the address listed above. Any Class Member who fails to timely submit their written objections in the manner specified above may still appear and object at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class and PAGA Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the included Request for Exclusion Form to the Settlement Administrator. In order to be valid, your Request for Exclusion form must be signed, dated, and include the last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

The Request for Exclusion Form (to remove you from the Class Settlement) must be postmarked on or before **DECEMBER 9, 2025**. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion Form by the deadline to request exclusion, you will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims), and will not have any right to object to, appeal, or comment on the Class Settlement. PAGA Employees cannot opt out or exclude themselves from the PAGA Settlement Payment and will still be issued a PAGA Settlement Payment and be bound by the Released PAGA Claims, irrespective of whether they submit a Request for Exclusion Form and irrespective of whether they cash their Individual Settlement Payment.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE SETTLEMENT.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on **JANUARY 26, 2026 at 1:30 P.M.**, in Department CX103

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of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. As described above, If you wish to attend the Final Approval Hearing remotely, you can do it through the court's online check-in process available through the court's website at <https://www.occourts.org/media-relations/civil.html>. If you wish to attend the Final Approval Hearing in person, you can attend it at Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment, the First Amended Complaint, the notice letter to the LWDA, the Settlement Agreement, and this Notice will be posted on a website by the Settlement Administrator for a period of at least 180 days following the entry of that Order in the Court record. That website is: www.ilymgroup.com.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

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How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement and Amendment to the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval and Supplemental Declaration of Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement, Amendment to the Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office of the Orange County Superior Court. You may also view documents filed in this case on the Court's website at: <https://www.occourts.org/media-relations/civil.html>. You may need the case number to access and view case documents (30-2024-01376524-CU-OE-CXC). NOTE: If you choose to access documents online, the Court will charge you a fee for access.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

AVISO DE PROPUESTA DE ACUERDO DE CONCILIACIÓN DE DEMANDA COLECTIVA Y DE DEMANDA REPRESENTATIVA DE PAGA

Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.

Tribunal Superior del Condado de Orange Caso No. 30-2024-01376524-CU-OE-CXC

Un Tribunal autorizó este Aviso. Esto no es una oferta de un abogado. Usted no está siendo demandado.

SI USTED ES O HA SIDO EMPLEADO NO EXENTO DE KEMPER SPORTS MANAGEMENT, LLC y/o KEMPER SPORTS MANAGEMENT, INC.; KEMPER SPORTS MANAGEMENT HOLDINGS, LLC (“DEMANDADOS” o “KEMPER SPORTS”) QUE TRABAJÓ EN CALIFORNIA EN CUALQUIER MOMENTO ENTRE EL 30 DE ENERO DE 2020 Y EL 18 DE ABRIL DE 2025 (EL “PERÍODO DE LA DEMANDA COLECTIVA”) Y NO FIRMÓ UN ACUERDO DE ARBITRAJE CON RENUNCIA DE DEMANDA COLECTIVA, ESTA PROPUESTA DE ACUERDO DE CONCILIACIÓN DE DEMANDA COLECTIVA Y DEMANDA REPRESENTATIVA DE PAGA PUEDE AFECTAR A SUS DERECHOS.

Objeto del presente Aviso

Se ha llegado a una propuesta de acuerdo (el “Acuerdo”) en una demanda colectiva y PAGA propuesta presentada por la Demandante Kimberly M. Wilhelm (“Demandante”) contra los Demandados, titulada *Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.* Tribunal Superior del Condado de Orange Caso No. 30-2024-01376524-CU-OE-CXC (la “Demanda”). El objeto del presente Aviso de Propuesta de Acuerdo de Conciliación de Demanda Colectiva y de Demanda Representativa de la Ley General de Abogados Privados de 2004 (“PAGA”) (“Aviso”) es describir brevemente la Demanda e informarle de sus derechos y opciones en relación con la Demanda y el Acuerdo de Conciliación propuesto.

Usted está recibiendo este aviso porque según los registros de KEMPER SPORTS usted trabajó para KEMPER SPORTS como empleado no exento en California durante algún tiempo entre el 30 de enero de 2020 y el 18 de abril de 2025 (“Período de la Demanda Colectiva”) y no firmó un acuerdo de arbitraje con renuncia de demanda colectiva. Esto significa que usted es un posible Miembro de la Demanda Colectiva y tiene derecho a informarse sobre el Acuerdo de Conciliación propuesto.

Además, usted también es un Empleado de PAGA si actualmente está empleado o ha estado empleado anteriormente como empleado no exento de KEMPER SPORTS y trabajó para KEMPER SPORTS dentro de California en cualquier momento durante el período comprendido entre el 30 de enero de 2023 y el 18 de abril de 2025 (“Período de PAGA”).

Este Aviso le informa de sus opciones en virtud de este Acuerdo de Conciliación, que incluyen cómo puede participar en este Acuerdo de Conciliación y recibir su parte de los ingresos del Acuerdo de Conciliación, cómo puede excluirse del Acuerdo de Conciliación de la demanda colectiva, o cómo puede oponerse al Acuerdo de Conciliación de la demanda colectiva.

¿De qué se trata el caso?

El 30 de enero de 2024, la Demandante presentó una demanda colectiva putativa. El 1 de mayo de 2024, la Demandante presentó una Primera Querella Enmendada alegando las siguientes reclamaciones contra los Demandados: (1) incumplimiento del pago de todos los salarios; (2) incumplimiento de la obligación de conceder períodos de comida; (3) incumplimiento de la obligación de autorizar y permitir períodos de descanso; (4) incumplimiento del pago oportuno de todos los salarios al término de la relación laboral; (5) incumplimiento de la obligación de presentar declaraciones salariales detalladas y exactas; (6) incumplimiento de la obligación de indemnizar los gastos empresariales necesarios; (7) violación de la Ley de Competencia Desleal de California, Sección 17200 y siguientes del Código de Empresas y Profesiones de California; y (8) violación de las disposiciones del Código Laboral que conllevan la imposición de sanciones civiles en virtud de la Ley de Abogados Generales Privados del Código Laboral de 2004 [Sección 2699 y siguientes del Código Laboral] (“PAGA”).

PAGA permite a los empleados presentar una demanda representativa en su propio nombre, en nombre de

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otros empleados actuales y exempleados, y en nombre del Estado de California para reclamar el pago de sanciones civiles por presuntas violaciones del Código Laboral.

La Demanda tiene por objeto la reclamación de los salarios impagados de un colectivo de todos los empleados actuales y exempleados no exentos de KEMPER SPORTS que trabajaron en California en cualquier momento durante el Período de la Demanda Colectiva (la “Demanda Colectiva” o “Miembros de la Demanda Colectiva”). La Demanda también solicita sanciones en virtud de PAGA para todos los empleados actuales y exempleados no exentos de KEMPER SPORTS que trabajaron en California en cualquier momento durante el Período de PAGA (“Empleados de PAGA”).

Los Demandados niegan todas y cada una de las alegaciones de la Demanda, niegan cualquier responsabilidad o delito de cualquier tipo, y creen que han tratado, y siguen tratando, a sus empleados de forma justa y cumpliendo plenamente la ley.

SUS DERECHOS Y OPCIONES EN ESTE ACUERDO DE CONCILIACIÓN:	
NO HACER NADA – RECIBIR DINERO	Si no hace nada, se le considerará un “Miembro del Acuerdo de Conciliación de Demanda Colectiva” en el Acuerdo de Conciliación y recibirá su parte individual de la conciliación en virtud del Acuerdo de Conciliación si el Tribunal aprueba definitivamente el Acuerdo de Conciliación. Asimismo, usted renunciará a sus derechos a presentar Reclamaciones Exoneradas contra el Demandado, según se explica con mayor detalle a continuación.
EXCLUIRSE VOLUNTARIAMENTE DEL ACUERDO DE CONCILIACIÓN DE DEMANDA COLECTIVA. FECHA LÍMITE PARA EXCLUIRSE: 9 DE DICIEMBRE DE 2025	Tiene la opción de excluirse del Acuerdo de Conciliación de Demanda Colectiva. Si decide hacerlo, debe enviar por correo al Administrador, por escrito, un Formulario de Solicitud de Exclusión debidamente rellenado. Si se excluye, NO recibirá ningún pago en virtud del Acuerdo de Conciliación (más allá del basado en la Reclamación de PAGA, si corresponde). Los Formularios de Solicitud de Exclusión deben enviarse a más tardar el 9 DE DICIEMBRE DE 2025 .
OBJETAR EL ACUERDO DE CONCILIACIÓN. FECHA LÍMITE PARA PRESENTAR OBJECIONES <i>POR ESCRITO</i>: 9 DE DICIEMBRE DE 2025	Para objetar al Acuerdo de Conciliación de Demanda Colectiva, debe enviar por correo una explicación por escrito de por qué no está conforme con el Acuerdo de Conciliación al Administrador del Acuerdo de Conciliación rellenando y enviando el Formulario de Objeción, comparecer en la Audiencia de Aprobación Definitiva o contratar a un abogado a su cargo para que objete en su nombre. Esta opción sólo está disponible si no se excluye del Acuerdo de Conciliación. No presente el Formulario de Solicitud de Exclusión si desea objetar. Las objeciones <i>por escrito</i> deben presentarse a más tardar el 9 DE DICIEMBRE DE 2025 .

¿Cuáles son los términos del Acuerdo de Conciliación?

Sujeto a la aprobación definitiva del Tribunal, los Demandados abonarán un pago total máximo en virtud del Acuerdo de Conciliación de \$1,500,000.00 (el “Monto Bruto del Acuerdo de Conciliación”) en concepto de: (a) Pagos del Acuerdo de Conciliación de Demanda Colectiva individuales a los Miembros del Acuerdo de Conciliación de la Demanda Colectiva; (b) Pago por Servicios a la Demandante (hasta \$5,000.00); (c) honorarios de abogados (sin superar el 33 y 1/3% del Monto Bruto del Acuerdo de Conciliación, \$500,000.00) y costas del litigio a los Abogados de la Demanda Colectiva (sin superar los \$30,000) (“Honorarios y Costas de los Abogados de la Demanda Colectiva”); (d) el importe de \$100,000.00 asignados a sanciones civiles en virtud de la Ley PAGA (la “Asignación de PAGA”), de los cuales se pagará a la LWDA el 75% (es decir, \$75,000.00 (“Pago de Sanciones de PAGA”) y el 25% restante (es decir, \$25,000.00) se distribuirá a los Empleados de PAGA (los “Pagos del Acuerdo de Conciliación de PAGA”); y (e) pago al Administrador del Acuerdo de Conciliación por los servicios de administración del acuerdo de conciliación (que se estima que no será mayor de \$15,950.00) (“Gastos Administrativos”).

El “Monto Neto del Acuerdo de Conciliación” se calculará deduciendo del Monto Bruto del Acuerdo de

Conciliación los Honorarios y Costas de los Abogados de la Demanda Colectiva, el Pago por Servicio a la Demandante, el Pago de Sanciones de PAGA, y los Gastos Administrativos. Los Pagos del Acuerdo de Conciliación de la Demanda Colectiva y Pagos del Acuerdo de Conciliación de PAGA (definidos a continuación) se pagarán del Monto Neto del Acuerdo de Conciliación.

Los Miembros de la Demanda Colectiva que no soliciten su exclusión del Acuerdo de Conciliación oportuna y adecuadamente (los “Miembros del Acuerdo de Conciliación de la Demanda Colectiva”) recibirán una parte prorrateada del Monto Neto del Acuerdo de Conciliación, menos los Pagos del Acuerdo de Conciliación de PAGA por un total de \$25,000.00, en función del número total de semanas laborales que haya trabajado el Miembro del Acuerdo de Conciliación de Demanda Colectiva durante el Período de la Demanda Colectiva (el “Pago del Acuerdo de Conciliación de Demanda Colectiva”). La parte del Monto Neto del Acuerdo de Conciliación pagada a un Miembro del Acuerdo de Conciliación de Demanda Colectiva = Monto Neto del Acuerdo de Conciliación (menos \$25,000.00 apartados para todos los Pagos del Acuerdo de Conciliación de PAGA) $\times$ (las semanas laborales trabajadas por un Miembro del Acuerdo de Conciliación de Demanda Colectiva $\div$ las semanas laborales trabajadas por todos los Miembros del Acuerdo de Conciliación de la Demanda Colectiva).

Los Empleados de PAGA recibirán una parte prorrateada de los \$25,000.00 del Acuerdo de Conciliación de PAGA asignada a los Empleados de PAGA (el “Pago del Acuerdo de Conciliación de PAGA”) en función del número total de períodos de pago trabajados por cada Empleado de PAGA durante el Período de PAGA, independientemente de que soliciten su exclusión del Acuerdo de Conciliación. La parte del Pago del Acuerdo de Conciliación de PAGA pagada a un Empleado de PAGA = \$25,000.000 $\times$ los períodos de pago trabajados por un Empleado de PAGA (durante el Período de PAGA) $\div$ los períodos de pago trabajados por todos los Empleados de PAGA (durante el Período de PAGA).

El pago total a un particular, incluyendo su Pago del Acuerdo de Conciliación de Demanda Colectiva y su Pago del Acuerdo de Conciliación de PAGA, es su “Pago Individual del Acuerdo de Conciliación”. La estimación de su Pago Individual del Acuerdo de Conciliación asciende a **\$«Estimated Total Payment»**, que incluye su pago del Acuerdo de Conciliación de Demanda Colectiva por un monto estimado de **\$«Est Individual Settlement Payment»** y su pago del acuerdo de conciliación de PAGA por un monto estimado de **\$«Est Individual PAGA Payment»**. Esto es meramente una estimación. Su parte definitiva la determinará el Administrador del Acuerdo de Conciliación.

Las estimaciones anteriores están hechas en función de los registros de los Demandados en los que se indica que usted trabajó **«Covered Workweeks»** semanas laborales durante el Período de la Demanda Colectiva y trabajó **«Pay Periods»** Períodos de Pago durante el Período de PAGA. Puede tratar de impugnar el número de sus semanas laborales. Tales impugnaciones deben: (i) hacerse por escrito; (ii) indicar su nombre completo; (iii) incluir una declaración de que pretende impugnar la estimación de su Pago Individual del Acuerdo de Conciliación indicada en este Aviso de Demanda Colectiva; (iv) indicar el número de semanas laborales que cree haber trabajado durante el Período de la Demanda Colectiva; y (v) enviarse por correo postal al Administrador del Acuerdo de Conciliación con franqueo a más tardar el **9 DE DICIEMBRE DE 2025** (la “Fecha Límite de Respuesta”) a:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo Electrónico: claims@ilymgroup.com

Debe presentar pruebas documentales que respalden su argumento. El Administrador del Acuerdo de Conciliación evaluará las pruebas presentadas y tomará una decisión inicial sobre qué cifras deben aplicarse. Las partes presentarán ante el Tribunal todas las Impugnaciones de Semanas Laborales presentadas por los Miembros de la Demanda Colectiva junto con las pruebas presentadas por los Miembros de la Demanda Colectiva, así como la decisión tomada en función de dichas pruebas. Aunque el Administrador del Acuerdo de Conciliación puede adoptar la decisión inicial en relación con las Impugnaciones sobre Semanas Laborales, el tribunal puede revisar cualquier decisión que adopte el Administrador del Acuerdo de Conciliación en cuanto a Impugnaciones de Semanas Laborales.

A efectos fiscales, los pagos a los Miembros de la Demanda Colectiva se asignarán a razón de 1/3 en concepto de salarios y 2/3 en concepto de intereses y sanciones. Todos los Pagos del Acuerdo de Conciliación de PAGA se asignarán al 100% en concepto de sanciones. La parte salarial de los Pagos

Individuales del Acuerdo de Conciliación estará sujeta a la retención de los impuestos locales, estatales y federales aplicables, y el Administrador del Acuerdo de Conciliación deducirá la parte correspondiente al empleado de los impuestos sobre la nómina aplicables de la parte salarial de los Pagos Individuales del Acuerdo de Conciliación. La parte de los Pagos Individuales del Acuerdo de Conciliación en concepto de sanciones civiles, y los intereses se clasificarán como otros ingresos misceláneos y se declararán en el formulario 1099-MISC del IRS si así lo exigen las leyes fiscales reguladoras. Los impuestos adeudados por dichos ingresos misceláneos correrán a cargo de los Miembros de la Demanda Colectiva que reciban dichos pagos. La parte correspondiente al empleador de cualquier impuesto sobre la nómina será abonada por separado por los Demandados.

Todos los cheques para los Pagos Individuales del Acuerdo de Conciliación pagados a los Miembros de la Demanda Colectiva seguirán siendo válidos y negociables durante ciento ochenta (180) días a partir de la fecha de emisión del cheque y, a partir de entonces, se anularán automáticamente si no han sido reclamados o negociados por un Miembro de la Demanda Colectiva dentro de ese plazo. Cualquier Pago Individual del Acuerdo de Conciliación que no haya sido reclamado o negociado por un Miembro de la Demanda Colectiva dentro de los ciento ochenta (180) días a partir de su fecha de emisión se transferirán a la Contraloría del Estado de California para conservarse como propiedad no reclamada a nombre de cada uno de los receptores de los cheques que figuren como sus beneficiarios. Incluso en el supuesto de que el Pago Individual del Acuerdo de Conciliación no sea cobrado, reclamado o negociado por el Miembro de la Demanda Colectiva en el plazo de ciento ochenta (180) días desde su fecha de emisión, el Miembro del Acuerdo de Conciliación de Demanda Colectiva seguirá sujeto a las Reclamaciones Exoneradas de la Demanda Colectiva, a menos que dicho Miembro de la Demanda Colectiva haya presentado oportunamente un Formulario de Solicitud de Exclusión válido.

La “Fecha de Entrada en Vigor” del Acuerdo de Conciliación será la fecha en la que hayan ocurrido todos los siguientes hechos: (i) las Partes estipulen solicitar la remisión del caso al tribunal estatal y se remita la Demanda; (ii) el tribunal estatal apruebe definitivamente el Acuerdo de Conciliación y (iii) la Sentencia del tribunal estatal aprobando el Acuerdo de Conciliación pase a ser Definitiva. Se entenderá por Definitiva la última de las siguientes fechas: (a) si ningún Miembro de la Demanda Colectiva objeta el Acuerdo de Conciliación, el día en que el Tribunal dicte Sentencia; (b) si uno o más Miembros de la Demanda Colectiva presentan oportunamente una objeción al Acuerdo de Conciliación, la fecha posterior de las siguientes: (1) la fecha en que haya expirado el plazo para todos los recursos relativos a las objeciones al Acuerdo de Conciliación y a la orden de aprobación definitiva; o (2) si se solicita un recurso de apelación, revisión o auto, la fecha en que el tribunal superior de revisión dicte su resolución denegando cualquier petición (cuando el tribunal inmediatamente inferior haya confirmado la sentencia) o confirmando la sentencia; o bien (c) si se recurre en apelación la Sentencia del Tribunal, la fecha en que se confirme la Sentencia en apelación, la fecha de desestimación de dicho recurso de apelación o la expiración del plazo para presentar una petición de revisión ante cualquier tribunal de apelación competente, o bien, (d) si se presenta una petición de revisión, la fecha de denegación de la petición, o la fecha en que se dicte la Sentencia del Tribunal, de conformidad con dicha petición. No obstante, si la Agencia para el Desarrollo Laboral y de la Mano de Obra de California (“LWDA”) haya iniciado una investigación o emitido una Citación antes de la Fecha de Entrada en Vigor, tal y como se determina en la definición anterior, la Fecha de Entrada en Vigor se ampliará hasta la fecha en que la LWDA concluya su investigación o resuelva la Citación (la que sea posterior), o si la LWDA objeta al Acuerdo de Conciliación, la fecha en que se resuelva y deje de ser recurrible la objeción de la LWDA al Acuerdo de Conciliación. Los Demandados financiarán el Monto Bruto del Acuerdo de Conciliación en un plazo de veintidós (22) días a partir de la Fecha de Entrada en Vigor. El Administrador del Acuerdo de Conciliación deberá enviar los cheques por correo a más tardar catorce (14) días naturales después de la recepción del Monto Bruto del Acuerdo de Conciliación de parte de los Demandados.

POR FAVOR, TENGA PACIENCIA Y MANTENGA ACTUALIZADO AL ADMINISTRADOR DEL ACUERDO DE CONCILIACIÓN SOBRE SU NUEVA DIRECCIÓN EN CASO DE QUE SE MUDE DESPUÉS DE RECIBIR ESTE AVISO O DE QUE HAYA RECIBIDO ESTE AVISO COMO CORREO REENVIADO.

Ninguna de las Partes ni sus abogados hacen declaración alguna sobre las consecuencias fiscales de este Acuerdo de Conciliación o de su participación en el mismo. Los Miembros de la Demanda Colectiva deben consultar con sus propios asesores fiscales acerca de las consecuencias fiscales del Acuerdo de Conciliación. Los Abogados de la Demanda Colectiva no pueden ofrecer asesoramiento sobre las consecuencias fiscales estatales o federales de los pagos a los Miembros de la Demanda Colectiva.

¿Qué reclamaciones se exoneran en virtud del Acuerdo de Conciliación propuesto?

Reclamaciones Exoneradas de la Demanda Colectiva. Aquellos Miembros de la Demanda Colectiva que no presenten oportunamente un Formulario de Solicitud de Exclusión válido al Administrador del Acuerdo de Conciliación (es decir, Miembros del Acuerdo de Conciliación de la Demanda Colectiva), y sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, anteriores y actuales, tras el pago íntegro del Monto Bruto del Acuerdo de Conciliación, liberarán y exonerarán plena y definitivamente a los Demandados y cualquiera de sus matrices, filiales, predecesoras, sucesoras y afiliadas pasadas, presentes y futuras, directas o indirectas, así como cada uno de sus directivos, administradores, empleados, socios, miembros, accionistas y agentes pasados, presentes y futuros, abogados, aseguradores, reaseguradores y cualquier persona física o jurídica que pudiera ser responsable conjuntamente con los Demandados (“Partes Exoneradas”) de las Reclamaciones Exoneradas de la Demanda Colectiva.

Las Reclamaciones Exoneradas de la Demanda Colectiva se definen como todas las reclamaciones que se alegaron, o que razonablemente podrían haberse alegado, basándose en los hechos expuestos en la Querella, sin limitación, las reclamaciones de (1) incumplimiento del pago de los salarios mínimos; (2) incumplimiento del pago de los salarios por horas extraordinarias; (3) incumplimiento de la obligación de conceder períodos de comida o de abonar una prima en su lugar; (4) incumplimiento de la obligación de autorizar y permitir períodos de descanso o pagar una prima en su lugar; (5) incumplimiento del pago oportuno de los salarios, incluyendo el momento del despido/finalización de la relación laboral; (6) incumplimiento de la obligación de presentar declaraciones salariales detalladas y exactas; (7) incumplimiento de la obligación de reembolsar a los empleados los gastos comerciales; (8) prácticas comerciales desleales; y, (9) reclamaciones por violaciones de las secciones 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802 del Código Laboral de California y de las secciones 17200 y siguientes del Código de Empresas y Profesiones de California (derivadas de las violaciones del código laboral enumeradas anteriormente) o cualquier Orden Salarial aplicable del IBC (“Reclamaciones Exoneradas de la Demanda Colectiva”). Los Miembros de la Demanda Colectiva no exoneran ninguna reclamación que no pueda ser exonerada por ley, incluyendo, sin limitación, reclamaciones por beneficios adquiridos, despido improcedente, violación de la Ley de Equidad en el Empleo y la Vivienda, seguro de desempleo, incapacidad, seguridad social, indemnización por accidentes laborales, o reclamaciones basadas en hechos ocurridos fuera del Período de la Demanda Colectiva.

Reclamaciones Exoneradas de PAGA. Además, tras el pago íntegro del Monto Bruto del Acuerdo de Conciliación, se considerará que todos los Empleados de PAGA exoneran, en su nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, a las Partes Exoneradas de todas las reclamaciones por sanciones de PAGA que se hayan alegado, o que razonablemente podrían haberse alegado durante el Período PAGA, en función de los hechos expuestos en la Querella y en el Aviso de PAGA, incluyendo, sin limitación, las reclamaciones por sanciones de PAGA derivadas de (1) incumplimiento del pago de los salarios mínimos; (2) incumplimiento del pago de los salarios por horas extraordinarias; (3) incumplimiento de la obligación de conceder períodos de comida o de abonar una prima en su lugar; (4) incumplimiento de la obligación de autorizar y permitir períodos de descanso o pagar una prima en su lugar; (5) incumplimiento del pago oportuno de los salarios, incluyendo el momento del despido/finalización de la relación laboral; (6) incumplimiento de la obligación de presentar declaraciones salariales detalladas y exactas; (7) incumplimiento de la obligación de reembolsar a los empleados los gastos comerciales; (8) reclamaciones de sanciones en virtud de la Ley de Abogados Generales Privados por violaciones de las secciones 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802 del Código Laboral de California, y de las secciones 2698 y siguientes (“PAGA”), o cualquier Orden Salarial aplicable del IBC (“Reclamaciones Exoneradas de PAGA”).

¿Cuáles son mis opciones en esta cuestión?

Usted tiene dos opciones en virtud de este Acuerdo de Conciliación, cada una de las cuales se explica con más detalle a continuación. Usted puede: (A) permanecer en la Demanda Colectiva y recibir un Pago Individual del Acuerdo de Conciliación; o (B) excluirse del Acuerdo de Conciliación. Si elige la opción (A), también puede objetar al Acuerdo de Conciliación, como se explica a continuación.

OPCIÓN A. Permanecer en la Demanda Colectiva. Si desea permanecer en la Demanda Colectiva y ser elegible para recibir un Pago Individual del Acuerdo de Conciliación, **no tiene que hacer nada**. Al permanecer en la Demanda Colectiva y recibir el dinero del acuerdo para resolver sus reclamaciones de la demanda colectiva, usted da su consentimiento a la exoneración de las Reclamaciones Exoneradas de la

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Demanda Colectiva, según se describen anteriormente. Si usted es un Empleado de PAGA, se le incluirá automáticamente y se le emitirá su Pago del Acuerdo de Conciliación de PAGA. Esto significa que usted exonerará las Reclamaciones Exoneradas de PAGA.

Las cantidades abonadas a los Miembros del Acuerdo de Conciliación de la Demanda Colectiva no contarán ni se tendrán en cuenta para determinar la elegibilidad o el cálculo de beneficios para los empleados (por ejemplo, vacaciones, pago de días festivos, planes de jubilación, planes de compensación diferida no calificados, etc.), ni modificarán de otro modo los criterios de elegibilidad de cualquier plan de beneficios de pensión de los empleados o plan de previsión social de los empleados patrocinado por los Demandados, salvo que la ley disponga lo contrario.

Objetar el Acuerdo de Conciliación: Si usted es un Miembro de la Demanda Colectiva, y no solicita su exclusión del Acuerdo de Conciliación, puede objetar al Acuerdo de Conciliación antes de su aprobación definitiva por parte del Tribunal, presentando una objeción por escrito o exponiendo su objeción en la Audiencia de Aprobación Definitiva.

Para plantear una objeción al Acuerdo de Conciliación, un Miembro de la Demanda Colectiva debe enviar un Formulario de Objeción al Administrador del Acuerdo de Conciliación por correo de primera clase de EE. UU. a la dirección especificada en el Aviso en el Formulario de Objeción a más tardar el **9 DE DICIEMBRE DE 2025**. Si decide no presentar una objeción por escrito utilizando el Formulario de Objeción, la objeción por escrito debe incluir: (1) su nombre completo, dirección y los cuatro últimos dígitos de su número de la Seguridad Social; (2) su firma; (3) el nombre y número del caso (*Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.*, Tribunal Superior del Condado de Orange, caso n.º 30-2024-01376524-CU-OE-CX); y (4) llevar franqueo postal a más tardar del **9 DE DICIEMBRE DE 2025** y enviarse al Administrador del Acuerdo de Conciliación a la dirección indicada anteriormente. Cualquier Miembro de la Demanda Colectiva que no presente oportunamente sus objeciones por escrito en la forma especificada anteriormente podrá comparecer y objetar en la Audiencia de Aprobación Definitiva. **Incluso si presenta una objeción, estará sujeto a los términos del Acuerdo de Conciliación, incluyendo la exoneración de las Reclamaciones Exoneradas de la Demanda Colectiva y las Reclamaciones Exoneradas de PAGA según lo establecido anteriormente, a menos que el Tribunal no apruebe definitivamente el Acuerdo de Conciliación.**

Independientemente de la forma, una objeción por sí sola no satisfará el requisito de que un Miembro de la Demanda Colectiva intervenga formalmente y se convierta en parte registrada en la demanda para apelar una Sentencia dictada tras una Orden que apruebe definitivamente este Acuerdo de Conciliación, tal y como se exige en virtud de la decisión del Tribunal Supremo de California en el caso *Hernandez v. Restoration Hardware*, 4 Cal. 5ª 260 (2018).

OPCIÓN B. Solicitar la exclusión de la Demanda Colectiva y no recibir dinero de la parte de la Demanda Colectiva del Acuerdo de Conciliación (los Empleados de PAGA igualmente recibirán su parte del Pago de PAGA a los empleados). No puede solicitar la exclusión de la parte PAGA de este Acuerdo de Conciliación. Sin embargo, si no desea formar parte de la Demanda Colectiva, debe rellenar y devolver el Formulario de Solicitud de Exclusión incluido al Administrador del Acuerdo de Conciliación. Para que su solicitud de exclusión sea válida, debe estar firmada, fechada e incluir los cuatro últimos dígitos de su número de seguridad social (para confirmar su identidad y asegurarse de que sólo las personas que soliciten la exclusión queden excluidas del acuerdo de conciliación).

El Formulario de Solicitud de Exclusión (para excluirle del Acuerdo de Conciliación de la Demanda Colectiva) debe llevar franqueo postal a más tardar del **9 DE DICIEMBRE DE 2025**. Si no presenta el formulario de Solicitud de Exclusión dentro de plazo (de lo que dará fe el franqueo postal), su solicitud de exclusión del Acuerdo de Conciliación se rechazará, se le considerará Miembro del Acuerdo de Conciliación de la Demanda Colectiva y quedará sujeto a la exoneración de las Reclamaciones Exoneradas, según lo descrito anteriormente, y todos los demás términos del Acuerdo de Conciliación. Si presenta un formulario de Solicitud de Exclusión dentro del plazo para solicitar la exclusión, no se le emitirá un Pago Individual del Acuerdo de Conciliación, no estará sujeto al Acuerdo de Conciliación de la Demanda Colectiva (ni a la exoneración de las Reclamaciones Exoneradas de la Demanda Colectiva), y no tendrá derecho a objetar, apelar o hacer comentarios sobre el Acuerdo de Conciliación de la Demanda Colectiva. Los Empleados de PAGA no pueden excluirse voluntariamente del Pago del Acuerdo de Conciliación de PAGA y se les emitirá igualmente un Pago del Acuerdo de Conciliación de PAGA y estarán sujetos a las Reclamaciones Exoneradas de PAGA, independientemente de que presenten o no un Formulario de Solicitud de Exclusión y de que cobren o no su cheque del Pago Individual del Acuerdo de Conciliación.

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IMPORTANTE: NO PRESENTE UN FORMULARIO DE SOLICITUD DE EXCLUSIÓN SI DESEA QUE SE LE INCLUYA EN EL ACUERDO DE CONCILIACIÓN DE LA DEMANDA COLECTIVA Y RECIBIR SU PARTE DEL DINERO DISPONIBLE PARA USTED COMO PARTE DEL ACUERDO DE CONCILIACIÓN.

¿Cuál es el siguiente paso en la aprobación del Acuerdo de Conciliación?

El Tribunal celebrará una Audiencia de Aprobación Definitiva el **6 DE ENERO DE 2026 A LAS 1:30 P.M.**, en el Departamento CX103 del Tribunal Superior del Condado de Orange, sito en 751 W. Santa Ana Boulevard, Santa Ana, California 92701. Como se ha descrito anteriormente, si desea asistir a la Audiencia de Aprobación Definitiva a distancia, puede hacerlo a través del proceso de registro en línea del tribunal disponible a través de la página web del tribunal en <https://www.occourts.org/media-relations/civil.html>. Si desea asistir en persona a la Audiencia de Aprobación Definitiva, puede hacerlo en el Tribunal Superior del Condado de Orange, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. La Audiencia de Aprobación Definitiva podrá aplazarse sin previo aviso a los Miembros de la Demanda Colectiva. Usted no está obligado a asistir a la Audiencia de Aprobación Definitiva para recibir un Pago Individual del Acuerdo de Conciliación.

Si el Tribunal concede la Aprobación Definitiva del Acuerdo de Conciliación, la Orden por la que se conceda la Aprobación Definitiva y se dicte Sentencia, la Primera Querella Enmendada, la carta de aviso a la LWDA, el Acuerdo de Conciliación y el presente Aviso se publicarán en un sitio web del Administrador del Acuerdo de Conciliación durante un período mínimo de 180 días a partir de la entrada de dicha Orden en el registro del Tribunal. Ese sitio web es: www.ilymgroup.com.

¿Quiénes son los abogados que representan a las Partes?

Los abogados que representan a las Partes en la Demanda son:

Abogados de la Demanda Colectiva

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

Teléfono: (323) 410-5050

Seung Yang

seung.yang@thesentinelfirm.com

Tiffany Hyun

tiffany.hyun@thesentinelfirm.com

THE SENTINEL FIRM, APC

355 S. Grand Ave., Suite 1450

Los Angeles, California 90071

Teléfono: (213) 985-1150

Facsímil: (213) 985-2155

Abogados de los Demandados

Michael J. Burns

mburns@seyfarth.com

Andrew M. McNaught

amcnaught@seyfarth.com

SEYFARTH SHAW LLP

560 Mission Street, 31st Floor

San Francisco, California 94105

Teléfono: (415) 397-2823

Facsímil: (415) 397-8549

Laura E. Heyne

lheyne@seyfarth.com

SEYFARTH SHAW LLP

2029 Century Park East, Suite 3500

Los Angeles, CA 90067-3021

Teléfono: (310) 277-7200

Facsímil: (310) 201-5219

¿Cómo puedo obtener información adicional?

Este Aviso resume la Demanda y los términos básicos del Acuerdo de Conciliación. Hay más detalles en la Estipulación Conjunta del Acuerdo de Conciliación de Demanda Colectiva y Demanda Representativa de PAGA adjunta y Modificación al Estipulación Conjunta del Acuerdo de Conciliación de Demanda Colectiva y Demanda Representativa de PAGA adjunta a la Declaración de Lilit Tunyan en apoyo a la Moción para la Aprobación Preliminar de la Demandante y a la Declaración Suplementaria de Lilit Tunyan en apoyo a la Moción para la Aprobación Preliminar de la Demandante. La Estipulación Conjunta del Acuerdo de Conciliación de Demanda Colectiva y Demanda Representativa de PAGA, Modificación al Estipulación Conjunta del Acuerdo de Conciliación de Demanda Colectiva y todos los demás registros relacionados con la Demanda están disponibles para su consulta y/o copia en la Oficina de Registros Civiles del Tribunal Superior del Condado de Orange. Asimismo, puede consultar los documentos presentados en este caso en el sitio web del Tribunal, en: <https://www.occourts.org/media-relations/civil.html>. Es posible que necesite

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el número de caso para acceder y consultar los documentos del caso (30-2024-01376524-CU-OE-CXC).
NOTA: Si decide acceder a los documentos en línea, el Tribunal le cobrará una tasa por el acceso.

**POR FAVOR, NO SE PONGA EN CONTACTO CON EL TRIBUNAL PARA SOLICITAR
INFORMACIÓN SOBRE ESTE ACUERDO DE CONCI**

REQUEST FOR EXCLUSION FORM

Superior Court of California for the County of Orange
Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.
Case No. 30-2024-01376524-CU-OE-CXC

If you want to receive a Class Settlement Payment, you should not fill out this form. You are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you decide to exclude yourself from the Settlement: (1) you will not receive any payment under the Settlement (except as to the PAGA Claim, if applicable); (2) you will not be able to object to the Settlement; and (3) you will not be bound by the class settlement or the class release if it is ultimately approved by the Court.

To be excluded from the Settlement, you must complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than DECEMBER 9, 2025.

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

Request for Exclusion

I hereby certify that I am or was employed by Defendants as a non-exempt, hourly employee in California for some period of time between January 30, 2020 and April 18, 2025.

I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not be bound by the class settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court, and I will not receive a payment from the class settlement. I understand that I cannot exclude myself from the PAGA Settlement Payment and that I will still receive a pro-rata share of the PAGA Settlement Amount and will be bound by the Released PAGA Claims regardless of whether I exclude myself from the Class Settlement Payment.

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Tribunal Superior de California para el Condado de Orange
Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.
Case No. 30-2024-01376524-CU-OE-CXC

Si desea recibir un Pago del Acuerdo de Conciliación de la Demanda Colectiva, no debe llenar el presente formulario. No tiene que hacer nada. Este formulario debe usarse únicamente si desea excluirse del Acuerdo de Conciliación.

Si decide excluirse del Acuerdo de Conciliación: (1) no recibirá ningún pago en virtud del Acuerdo de Conciliación (excepto en lo que respecta a la Reclamación PAGA, si corresponde); (2) no podrá objetar al Acuerdo de Conciliación; y (3) no estará sujeto al acuerdo de conciliación de la demanda colectiva o a la exoneración de la demanda colectiva en caso de que el Tribunal la apruebe definitivamente.

Para excluirse del Acuerdo de Conciliación, debe llenar este Formulario de Solicitud de Exclusión y enviarlo por correo al Administrador del Acuerdo de Conciliación a la dirección indicada a continuación, con franqueo a más tardar del 9 de diciembre de 2025.

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Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo Electrónico: claims@ilymgroup.com

Solicitud de Exclusión

Por el presente certifico que soy o fui empleado por los Demandados como empleado no exento, por horas, en California durante algún período de tiempo entre el 30 de enero de 2020 y el 18 de abril de 2025.

Yo he recibido el Aviso de Acuerdo de Conciliación de la Demanda Colectiva (“Aviso”) de la Demanda, y solicito que se me excluya del Acuerdo de Conciliación. Yo comprendo que, al presentar este Formulario de Solicitud de Exclusión, no estaré sujeto al acuerdo de conciliación de la demanda colectiva, incluyendo las Reclamaciones Exoneradas de la Demanda Colectiva, según se describen en el Aviso y en el Acuerdo de Conciliación que se encuentra en los archivos del Tribunal, y que no recibiré un pago del acuerdo de conciliación de la demanda colectiva. Yo comprendo que no puedo excluirme del Pago del Acuerdo de Conciliación de PAGA y que igualmente recibiré una parte prorrateada del Monto del Acuerdo de Conciliación de PAGA y estaré sujeto a las Reclamaciones Exoneradas de PAGA independientemente de que me excluya de recibir el Pago del Acuerdo de Conciliación de la Demanda Colectiva.

Nombre completo: _____

Dirección. Calle: _____

Ciudad, estado, código postal: _____

Número de teléfono: (____) _____

Cuatro últimos dígitos de su número de la Seguridad Social: _____

Firma del Miembro de la Demanda Colectiva (o su representante legal): _____

Fecha: _____

OBJECTION FORM

**Superior Court of California for the County of Orange
Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.
Case No. 30-2024-01376524-CU-OE-CXC**

**USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS
SETTLEMENT.**

**If you do not wish to object to the Class Settlement, you should NOT fill out this form. You do not
need to take any action.**

If you wish to object to the Class Settlement, you must write your name, address, and last four digits of
your Social Security number, sign on the following page, and return this form by mail or delivery to the
Settlement Administrator, at the following mailing address, postmarked or delivered on or before
DECEMBER 9, 2025:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

I wish to object to the Class Settlement on the following grounds:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

FORMULARIO DE OBJECCIÓN

**Tribunal Superior de California para el Condado de Orange
Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.
Caso No. 30-2024-01376524-CU-OE-CXC**

**UTILICE Y DEVUELVA ESTE FORMULARIO ÚNICAMENTE SI DESEA OBJETAR AL
ACUERDO DE CONCILIACIÓN DE LA DEMANDA COLECTIVA.**

Si usted no desea objetar el Acuerdo de Conciliación de la Demanda Colectiva, NO debe rellenar este formulario. No tiene que hacer nada.

Si usted desea objetar el Acuerdo de Conciliación de la Demanda Colectiva, debe escribir su nombre, dirección, y los cuatro últimos dígitos de su número de la Seguridad Social, firmar en la página siguiente, y devolver este formulario por correo o entregarlo al Administrador del Acuerdo de Conciliación en la dirección postal que figura a continuación, con franqueo o entrega personal a más tardar el **9 de diciembre de 2025:**

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo Electrónico: claims@ilymgroup.com

Yo deseo objetar el Acuerdo de Conciliación de la Demanda Colectiva por los siguientes motivos:

Nombre completo: _____

Dirección. Calle: _____

Ciudad, estado, código postal: _____

Número de teléfono: (____) _____

Cuatro últimos dígitos de su número de la Seguridad Social: _____

Firma del Miembro de la Demanda Colectiva (o su representante legal): _____

Fecha: _____

Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM_ID

QR

Code»

ILYM ID: «ilym_id» «PC»

«first_name» «last_name»

6803 Alexandria Pl

«City», «state» 95207

EXHIBIT “B”

REQUEST FOR EXCLUSION FORM

Superior Court of California for the County of Orange
Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.
Case No. 30-2024-01376524-CU-OE-CXC

If you want to receive a Class Settlement Payment, you should not fill out this form. You are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you decide to exclude yourself from the Settlement: (1) you will not receive any payment under the Settlement (except as to the PAGA Claim, if applicable); (2) you will not be able to object to the Settlement; and (3) you will not be bound by the class settlement or the class release if it is ultimately approved by the Court.

To be excluded from the Settlement, you must complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than DECEMBER 9, 2025.

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

Request for Exclusion

I hereby certify that I am or was employed by Defendants as a non-exempt, hourly employee in California for some period of time between January 30, 2020 and April 18, 2025.

I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not be bound by the class settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court, and I will not receive a payment from the class settlement. I understand that I cannot exclude myself from the PAGA Settlement Payment and that I will still receive a pro-rata share of the PAGA Settlement Amount and will be bound by the Released PAGA Claims regardless of whether I exclude myself from the Class Settlement Payment.

Full Name: Edwin William Hesse

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): Edwin W. Hesse

Date: 10-15-2025

Bradley C. Gage*

Wayne Smith

*A PROFESSIONAL LAW
CORPORATION



Milad Sadr

Sarah E. Gage

23002 VICTORY BOULEVARD ~ WOODLAND HILLS, CA 91367 ~ (818) 340-9252 ~ FAX (818) 340-9088
Email: brad@bradgagelaw.com Email: milad@bradgagelaw.com Email: wayne@bradgagelaw.com Email: sarah@bradgagelaw.com

October 21, 2025

VIA USPS, EMAIL, AND FACSIMILE

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
claims@ilymgroup.com
Fax: (888) 845-6185

RE: *Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et al.*
Orange County Superior Court Case No. 30-2024-01376524-CU-OE-CXC
Request for Exclusion from Class Action Settlement

Dear Madam or Sir,

On behalf of our client, Jason Larimore, enclosed, please find a completed Request for Exclusion Form in connection with the above-referenced matter. Please kindly confirm receipt and let me know if you need anything else to process this request.

Thank you for your time and attention.

Very truly yours,
Brad Gage Law, APC
/s/ Sarah E. Gage
Sarah E. Gage, Esq.
Attorneys for Jason Larimore

Enclosure

REQUEST FOR EXCLUSION FORM

**Superior Court of California for the County of Orange
Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.
Case No. 30-2024-01376524-CU-OE-CXC**

If you want to receive a Class Settlement Payment, you should not fill out this form. You are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you decide to exclude yourself from the Settlement: (1) you will not receive any payment under the Settlement (except as to the PAGA Claim, if applicable); (2) you will not be able to object to the Settlement; and (3) you will not be bound by the class settlement or the class release if it is ultimately approved by the Court.

To be excluded from the Settlement, you must complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than DECEMBER 9, 2025.

**ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com**

Request for Exclusion

I hereby certify that I am or was employed by Defendants as a non-exempt, hourly employee in California for some period of time between January 30, 2020 and April 18, 2025.

I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not be bound by the class settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court, and I will not receive a payment from the class settlement. I understand that I cannot exclude myself from the PAGA Settlement Payment and that I will still receive a pro-rata share of the PAGA Settlement Amount and will be bound by the Released PAGA Claims regardless of whether I exclude myself from the Class Settlement Payment.

Full Name: JASON LARIMORE

Street Address: C/O Brad Gage Law, APC, 23002 Victory Blvd.

City, State, Zip Code: Woodland Hills, CA 91367

Telephone Number: (818) 340-9252

Last four digits of your SSN:

Signature of Class Member (or Legal Representative): 
By Sarah E. Gage, attorney for Jason Larimore

Date: 10/21/2025

REQUEST FOR EXCLUSION FORM

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Full Name: Samuel Sexton

Street Address: [REDACTED]

City, State, Zip Code: [REDACTED]

Telephone Number: [REDACTED]

Last four digits of your SSN: [REDACTED]

Signature of Class Member (or Legal Representative): Samuel Sexton

Date: 10/18/25

OBJECTION FORM

Superior Court of California for the County of Orange
Kimberly M. Wilhelm v. Kemper Sports Management, LLC, et. al.
Case No. 30-2024-01376524-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you do not wish to object to the Class Settlement, you should NOT fill out this form. You do not need to take any action.

If you wish to object to the Class Settlement, you must write your name, address, and last four digits of your Social Security number, sign on the following page, and return this form by mail or delivery to the Settlement Administrator, at the following mailing address, postmarked or delivered on or before **DECEMBER 9, 2025:**

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

I wish to object to the Class Settlement on the following grounds:

I recieved all my breaks and full pay.

Full Name: Samuel Sexton

Street Address: [REDACTED]

City, State, Zip Code: [REDACTED]

Telephone Number: [REDACTED]

Last four digits of your SSN: [REDACTED]

Signature of Class Member (or Legal Representative): Samuel Sexton

Date: 10/18/25

EXHIBIT “C”

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Wilhelm v. Kemper Sports Management LLC., et al.
Wednesday, January 29, 2025

Requesting Attorney:
Lilit Tunyan, Esq.
Tunyan Law APC
ltunyan@tunyanlaw.com
323.410.5050

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

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	1,700
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
Post Judgment to ILYM Group's Website	Yes
Case Duration (Years)	1

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

Case Startup:	\$1,300.00
Project Management:	\$3,340.00
Notification & Mailing:	\$3,550.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$6,280.00
Case Conclusion:	\$1,480.00

Flat ILYM Fees & Expenses: \$15,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Wilhelm v. Kemper Sports Management LLC., et al.

Wednesday, January 29, 2025

Requesting Attorney's Name: Lilit Tunyan, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,300.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$450.00	1	\$450.00
Toll Free Customer Service Representative	Flat Fee	\$500.00	1	\$500.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$3,340.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.00	1,700	\$1,700.00
USPS First Class Postage	Per Piece	\$0.75	1,700	\$1,275.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.50	255	\$382.50
Storage, Photocopies, Deliveries	Flat Fee	\$192.50	1	\$192.50

Subtotal \$3,550.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Wilhelm v. Kemper Sports Management LLC., et al.

Wednesday, January 29, 2025

Requesting Attorney's Name: Lilit Tunyan, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.90	1,700	\$1,530.00
USPS First Class Postage	Per Piece	\$0.65	1,700	\$1,105.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.00	170	\$170.00
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$6,280.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	4	\$480.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,480.00

Flat ILYM Fees & Expenses: \$15,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 355 S. Grand Ave., Suite 1450
7 Los Angeles, CA 90071.

8 On the date indicated below, I served the document described as: **DECLARATION OF GARVIN
9 BROWN ON BEHALF OF ILYM GROUP, INC. FOR FINAL APPROVAL OF CLASS
10 AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action
11 by sending a true copy thereof to interested parties as follows and as stated on the attached service
12 list:

13 **SEYFARTH SHAW LLP**

14 Michael J. Burns

15 mburns@seyfarth.com

16 Andrew M. McNaught

17 amcnaught@seyfarth.com

18 560 Mission Street, 31st Floor
19 San Francisco, California 94105

20 Telephone:(415) 397-2823

21 Facsimile:(415) 397-8549

22 **SEYFARTH SHAW LLP**

23 Laura E. Heyne

24 lheyne@seyfarth.com

25 2029 Century Park East, Suite 3500

26 Los Angeles, CA 90067-3021

27 Telephone: (310) 277-7200

28 Facsimile: (310) 201-5219

Attorneys for Defendants KEMPER SPORTS MANAGEMENT, LLC, KEMPER SPORTS
MANAGEMENT HOLDINGS, LLC

20 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
21 by e-mail delivery on the parties listed herein at their most recent known e-mail address
22 or e-mail of record in this action.

23 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
24 service, I caused the documents to be sent to the persons at the electronic service addresses
25 listed above via electronic mail. I did not receive an error message.

26 I declare under penalty of perjury under the laws of the State of California that the above is true
27 and correct.

28 Executed on January 6, 2026 at Los Angeles, California.

Ivette Hernandez

Name

Signature