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Attorneys for Plaintiff Joseph Stevens,
on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JOSEPH STEVENS, on behalf of himself and all others similarly situated and aggrieved,

Plaintiff,

v.

GOSHARE INC., a Delaware Corporation; and DOES 1 Through 10, inclusive,

Defendants.

Case No. CIVSB2428568
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Wilfred J. Schneider Jr.
Department S32

CLASS AND REPRESENTATIVE ACTION

DECLARATION OF GARVIN BROWN OF ILYM GROUP, INC.

Date:	December 2, 2026
Time:	8:30 a.m.
Dept.:	S32
Complaint filed:	October 3, 2024
Trial Date:	Not set

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

I, Garvin Brown, declare as follows:

1. I am a resident of the United States of America and am over the age of 21. I am a Case Manager for ILYM Group, Inc., ("ILYM"), a professional class action services provider. I am preparing this declaration at the request of Plaintiff's Counsel. 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 has extensive experience in disseminating class action notices and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million 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) printing and mailing the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, (referred to as "Class Notice"); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members' disputes over the number of deliveries Defendant has record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. ILYM obtained a mailing address of *Stevens v. GoShare, Inc.* Settlement Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781 to receive exclusions, objections, undeliverable Class Notices and other communications regarding the Settlement.

5. ILYM obtained a toll-free telephone number of (888) 250-6810, facsimile number of (888) 845-6185, and Email of claims@ilymgroup.com for Class Members to contact with questions regarding the Settlement. This information was included in the Class Notice.

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6. Information for the Settlement was maintained by ILYM on its website, https://www.ilymgroup.com/cases. The website included the following documents for viewing, downloading and/or printing: Class Notice, Settlement Agreement, Order Granting Preliminary Approval, and Order Continuing Final Approval. The website also included the date, time and department of the Final Approval Hearing. The website address was included in the Class Notice.

7. On or about January 7, 2026, ILYM received text for the Class Notice from Counsel. A draft of the formatted Class Notice was prepared by ILYM and approved by the Parties. Attached as **Exhibit A** is a copy of the final Class Notice.

8. On or about January 21, 2026, Counsel for the Defendant provided ILYM with a mailing list containing Class Member's names, last known addresses, Social Security Numbers and applicable employment information ("Class List"). The Class List contained data for 3,924 potential Class Members.

9. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

10. On August 14, 2026, Class Notices were mailed to 3,924 Class Members, which encompassed 2,917 Aggrieved Employees, contained in the Class List via First Class mail. The Class Notice advised Class Members that they could submit an exclusion and/or objection postmarked by October 13, 2026.

11. ILYM performed 430 address traces on Class Notices returned as undeliverable from the initial mailing. Of the 430 traces performed, 358 more current addresses were obtained and Class Notices were promptly re-mailed to those Class Members via First Class mail. As of this date, 72 Class Notices remain undeliverable.

12. As of the date of this declaration, ILYM has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was October 13, 2026.

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13. As of the date of this declaration, ILYM has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was October 13, 2026.

14. As of the date of this declaration, ILYM has received zero (0) disputes from Class Members. The deadline for submitting a dispute was October 13, 2026.

15. There are 3,924 Participating Class Member representing 100% of the Class.

16. The Escalator Clause set forth in Paragraph 8 of the Settlement Agreement states that if the total number of Deliveries as of the end of the Class Period exceeds 81,720 by greater than 15%, then the Gross Settlement Amount shall increase pro rata based on the number of additional Deliveries above 15% (i.e., if the number of Deliveries is 16% greater than the above figure, then the Gross Settlement Amount shall increase by 1%). Based on the final number of Deliveries, 98,814, the escalator clause was triggered and increased the Gross Settlement Amount by an additional $14,794.42.

17. The Net Settlement Amount ("NSA") of $125,849.52 available to pay Participating Class Members was determined by subtracting, from the Gross Settlement Amount ("GSA") ($264,794.42), the requested Class Counsel Fees ($88,264.81), and Class Counsel Costs ($21,130.09), requested Class Representative Award to Plaintiff Joseph Stevens ($5,000.00), the PAGA Amount ($5,000.000), and the requested Settlement Administration Costs ($19,550.00).

18. Participating Class Members performed 98,814 Deliveries during the Class Period. Each Delivery is valued at approximately $1.27 ($125,849.52 NSA / 98,814 Deliveries). The highest Individual Settlement Payment to be paid is approximately $2,091.25 ($1.27 per Delivery x 1,642 Deliveries), while the average Individual Settlement Payment to be paid is approximately $32.07 ($125,849.52 NSA /3,924 Participating Class Members).

19. Additionally, $5,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or $3,750.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or $1,250.00, shall be paid to all Aggrieved Employees. There are 2,917 Aggrieved Employees. The average Individual PAGA Payment is approximately $0.42 ($1,250.00 Aggrieved Employee PAGA Payment/2,917 Aggrieved Employees).

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20. Named Plaintiff Joseph Stevens may expect to receive an estimated total Individual Class Payment of $6.37. He will also receive several cents for his Individual PAGA Payment.

21. The total cost for the administration of this Settlement, including fees incurred and future costs for completion of the administration is estimated to be $19,550.00. A true and correct copy of ILYM's invoice is attached as **Exhibit B**.

I declare, under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on November 5, 2026, at Tustin, California.

Garvin Brown

GARVIN BROWN

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

EXHIBIT “A”

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

Joseph Stevens v. GoShare Inc. | San Bernardino Superior Court Case No. CIVSB2428568

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

You may be eligible to receive money from a class action lawsuit ("Action") entitled *Joseph Stevens v. GoShare Inc.*, for alleged wage and hour violations. The Action was filed by a former delivery driver, Joseph Stevens ("Plaintiff"), against GoShare Inc. ("Defendant" or the "Company"), and seeks payment of reimbursements and other relief for all persons who performed delivery services for Defendant in California as an independent contractor from October 3, 2020 through October 8, 2025 with Defendant ("Class Members"), and (2) penalties under the California Private Attorneys General Act ("PAGA") for all persons who performed delivery services for Defendant in California as an independent contractor from July 30, 2023, through October 8, 2025 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring the Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring the Company to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

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

The above estimates are based on the Company's records showing that **you performed «Class_Period_Deliveries» deliveries during the Class Period and you performed «PAGA_Period_Deliveries» deliveries** during the PAGA Period. If you believe that you performed more deliveries during the Class Period, or more deliveries during the PAGA Period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or you do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you performed deliveries for the Company during the Class Period and/or the PAGA Period, you have legal rights and options available to you, summarized in the following table. **The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement and Receive a Settlement Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against the Company that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is <u>October 13, 2026</u>**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. **This means that you will not receive a payment as a Class Member under the settlement.** Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by <u>October 13, 2026</u>**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. If you disagree with any aspect of this Settlement, you may assert your objections by timely writing to the Administrator according to the procedures described below. If you object, you will still be bound by the Settlement if it is approved by the Court. See **Section 7** of this Notice.
You Can Participate in the <u>December 2, 2026</u> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on **December 2, 2026**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Deliveries/Pay Periods **Written Challenges Must be Submitted by <u>October 13, 2026</u>**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many deliveries you performed during the Class Period and how many deliveries you performed during the PAGA Period, respectively. The number of Class Period Deliveries and number of PAGA Period Deliveries you performed according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **October 13, 2026**. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff performed deliveries for the Company as an independent contractor. The Action alleges that the Company misclassified drivers as independent contractors and therefore violated California labor laws by failing to: pay minimum wages, pay overtime wages, provide meal periods, authorize and permit rest periods, provide accurate wage statements, maintain accurate records, and reimburse business expenses. The Company denies these claims and asserts that it has followed all applicable laws. The Court has made no ruling in favor of either party.

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

Plaintiff and the Company hired an experienced, neutral mediator in an effort to resolve the Action by negotiating a settlement rather than continue the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

a. The Company Will Pay $264,794.42 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, the Company will fully fund the Gross Settlement two-hundred and eighty (280) days after the Order granting Final Approval. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   i. Up to $88,264.81 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ii. Up to $5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   iii. Up to $20,000 to the Administrator for services administering the Settlement.

iv. Up to $5,000.00 for PAGA Penalties, 75% of which will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

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

d. Taxes Owed on Payments to Class Members. The Settlement shall be attributed 100% to reimbursements, penalties and interest. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Individual Class Payments on IRS 1099 Forms.

Plaintiff and the Company give no advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **October 13, 2026**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.

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

h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company

have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.

i. Administrator. The Court has appointed a neutral company, ILYM (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Deliveries, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including 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.

The full Settlement Agreement is on the settlement website at **www.ilymgroup.com**.

k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the Company has fully funded the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against the Company which arose during the PAGA Period and which were asserted or could have been asserted in the Action, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, including all Non-Participating Class Members who are Aggrieved 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, based on the facts stated in the Operative Complaint and the PAGA Notice.

The full Settlement Agreement is on the settlement website at **www.ilymgroup.com**.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Deliveries worked by all Participating Class Members, and (b) multiplying the result by the number of Deliveries worked by each individual Participating Class Member.

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $1,250.00 by the total number of Deliveries completed by all Aggrieved Employees and (b) multiplying the result by the number of Deliveries completed by each individual Aggrieved Employee.

c. Delivery Challenges. The number of Class Deliveries you worked during the Class Period and the number of Deliveries completed during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until **October 13, 2026** to challenge the number of Deliveries credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. If you are entitled to both an Individual Class Payment and an Individual PAGA Payment, the single check will combine both of these amounts.

b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Joseph Stevens v. GoShare Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **October 13, 2026**, or it will be invalid. **Section 9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair. The deadline for sending written objections to the Administrator is **October 13, 2026**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (Joseph Stevens v. GoShare Inc.) and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **December 2, 2026** at **8:30 a.m.** in Department 32 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. You can also attend remotely through CourtCall. You can schedule a remote appearance to join the hearing by using the following CourtCall link: https://sanbernardino.courts.ca.gov/online-services/remote-access or calling (888) 882-6878.

At the Hearing, the judge will decide whether to grant Final Approval of the Settlement. Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the settlement website (**www.ilymgroup.com**) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the settlement website at **www.ilymgroup.com**.

The Contact information for the Settlement Administrator, ILYM Group, Inc., is as follows:

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

The contact information for the Parties' counsel is as follows:

Class Counsel	Counsel for Defendant
Michael Singer, Esq. Rosemary Khoury, Esq. COHELAN KHOURY & SINGER 605 C Street, Suite 200 San Diego, CA 92101 Tel: (619) 595-3001 E-Mail: msinger@ckslaw.com rkhoury@ckslaw.com	Heather Dillion, Esq. Joseph Lara, Esq. Jackson Lewis, P.C. 3390 University Ave., Suite 110 Riverside, CA 92501 Tel.: (951) 848-7940 E-Mail: heather.dillion@jacksonlewis.com joseph.lara@jacksonlewis.com

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Joseph Stevens v. GoShare Inc.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYM_ID
QR Code»

ILYM ID: «ilym_id» «Tray_PC» «Postal_Sort»
«first_name» «last_name»
«Address_1»
«City», «state» «Zip_Code»
«encodedimbno»

EXHIBIT “B”

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: GoShare

Monday, June 23, 2025

Requesting Attorney:
Matthew Atlas
COHELAN KHOURY & SINGER
matlas@ckslaw.com
619.595.3001

ILYM Group Contact:
Lisa Mullins & Kelsey Stern
ILYM Group, Inc.
kelsey@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	3,350
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

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

Case Startup:	$1,300.00
Project Management:	$5,240.00
Notification & Mailing:	$5,471.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$7,923.50
Case Conclusion:	$1,015.00
Estimated ILYM Fees & Expenses:	**$20,950.00**
Discounted ILYM Fees & Expenses:	**$19,550.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: GoShare

Monday, June 23, 2025

Requesting Attorney's Name: Matthew Atlas

Activity	Rate Type	Unit Cost	Volume	Amount
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
Additional Skip-Tracing for 1,641 Class Members	Flat Fee	$1,600.00	1	$1,600.00
ILYM Group Static Website	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$800.00	1	$800.00
IVR (Toll-Free Number)	Flat Fee	$950.00	1	$950.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$5,240.00**
NOTIFICATION & MAIILING				
Fulfillment of Notice, English only	Per Piece	$0.80	3,350	$2,680.00
USPS First Class Postage	Per Piece	$0.65	3,350	$2,177.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$1.00	335	$335.00
Storage, Photocopies, Deliveries	Flat Fee	$279.00	1	$279.00
			Subtotal	**$5,471.50**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: GoShare

Monday, June 23, 2025

Requesting Attorney's Name: Matthew Atlas

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	4	$600.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	4	$500.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$0.70	3,350	$2,345.00
USPS First Class Postage	Per Piece	$0.65	3,350	$2,177.50
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.00	201	$201.00
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 **$7,923.50**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Project Manager Final Reporting	Hourly	$120.00	2	$240.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$125.00	1	$125.00

Subtotal **$1,015.00**

Estimated ILYM Fees & Expenses: **$20,950.00**

Discounted ILYM Fees & Expenses: **$19,550.00**

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 Clients instructions.

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

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

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

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

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

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

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

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

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

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

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