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Attorneys for Plaintiff STEVEN MUIR and FREDRICK EARNHART,
Individually and on behalf of all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LANCE TYLER DUNN, DANIEL CASTRO,
JUAN MIGUEL TORRES VALENZUELA,
STEVEN MUIR, and FREDRICK
EARNHART, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

RAILPROS FIELD SERVICES, INC. and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU022030C

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

Date: July 17, 2026
Time: 8:30 a.m.

Judge: Hon. Blaine K. Bowman
Dept.: 74

1 I, Nathalie Hernandez, declare as follows:

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

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

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval,*
18 *Objection Form, and Exclusion Form* (referred to as “Notice Packet”); (b) receiving and
19 processing requests for exclusion; (c) resolving Settlement Class Members’ disputes over the
20 number of workweeks Defendants have record of them working during the Class Period, which
21 was pre-printed on their individualized Notice Packet; (d) calculating individual settlement award
22 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
23 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
24 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
25 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
26 orders ILYM Group to perform.

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1 4. On March 31, 2026, ILYM Group received the Court approved text for the Notice
2 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On April 21, 2026, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, personnel number, social security number, last known
6 mailing address, class workweek counts and PAGA pay period counts for each Settlement Class
7 Member. The data file was uploaded to our database and checked for duplicates and other possible
8 discrepancies. The Class Data contained 455 individuals with 22,701 Work Weeks during the
9 Class Period and 315 Aggrieved Employees with 11,216 Pay Periods during the PAGA period.

10 6. As part of the preparation for mailing, all 455 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On May 6, 2026, the Notice Packet was mailed, via U.S First Class Mail, to all 455
19 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy
20 of the mailed Notice Packet.

21 8. As of the date of this declaration, 60 Notice Packets have been returned to our office
22 as undeliverable. ILYM Group performed a computerized skip trace on the 60 returned Notice
23 Packets that did not have a forwarding address, in an effort to obtain an updated address for
24 purpose of re-mailing the Notice Packet. As a result of this skip trace, 46 updated addresses were
25 obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via
26 U.S First Class Mail.

27 9. As of the date of this declaration, a total of 46 Notice Packets have been re-mailed
28 as a result of ILYM Group's skip tracing efforts.

1 10. As of the date of this declaration, a total of 14 Notice Packets were deemed
2 undeliverable as no updated address was found, notwithstanding the skip tracing.

3 11. As of the date of this declaration, ILYM Group has received 3 requests for
4 exclusion. The deadline to request exclusion from the Settlement is July 6, 2026. Attached hereto,
5 as **Exhibit B**, is a true and correct copy of the Exclusion List.

6 12. As of the date of this declaration, ILYM Group has not received any objections to
7 the Settlement. The deadline to file an objection to the Settlement is July 6, 2026.

8 13. As of the date of this declaration, ILYM Group will report a total of 452
9 Participating Class Members, representing 99.34% of the 455 Settlement Class Members.

10 14. Participating Class Members will receive a proportional share of the Net Settlement
11 Fund through individual settlement payments, based on the number of workweeks worked by Class
12 Members during the Class Period. The Net Settlement Fund is the amount remaining after
13 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
14 and Litigation Costs, the Class Representative Enhancement Awards, Settlement Administration
15 Fees to ILYM Group, LWDA, and the Aggrieved Employees allocation, e.g.,

Gross Settlement Fund	\$ 1,034,450.00
Attorney Fees	\$ 344,816.66
Attorney Costs/Expenses	\$ 30,052.52
Enhancement Award – Dunn	\$ 10,000.00
Enhancement Award – Castro	\$ 10,000.00
Enhancement Award – Muir	\$ 10,000.00
Enhancement Award – Earnhart	\$ 10,000.00
Enhancement Award – Torres	\$ 10,000.00
ILYM Group Fees	\$ 6,950.00
LWDA	\$ 32,500.00
Aggrieved Employees	\$ 17,500.00
Net Settlement Fund (estimated)	\$ 552,630.82

1 To determine a Participating Class Member's individual settlement award payment, the Net
2 Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class
3 Members during the Class Period, multiplied by the number of workweeks worked by that
4 Participating Class Member. Based on these calculations, the Participating Class Members will
5 receive an estimated average gross payment of \$1,222.63, with the estimated highest gross payment
6 being \$6,380.91, and the estimated lowest gross payment being \$24.35.

7 15. Pursuant to the Agreement, 25% of the PAGA Allocated to Aggrieved Employees
8 (\$17,500.00) will be allocated regardless of whether he or she opts out of the Class Settlement. To
9 determine an Aggrieved Employees' individual PAGA settlement award payment, the PAGA
10 Allocated to Aggrieved Employees will be divided by the total number of pay periods worked by
11 all Aggrieved Employees during the PAGA Period, multiplied by the number of pay periods
12 worked by that Aggrieved Employee. Based on these calculations, the Aggrieved Employees will
13 receive an estimated average gross payment of \$55.56, with the estimated highest gross payment
14 being \$171.63, and the estimated lowest gross payment being \$1.56.

15 16. ILYM Group's total fees and costs for services in connection with the administration
16 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
17 costs for completion of the settlement administration, are \$6,950.00. ILYM Group's work in
18 connection with this matter will continue with the calculation of the settlement award payments,
19 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
20 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
21 Group to perform.

22 I declare under penalty of perjury under the laws of the State of California and the United
23 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
24 was executed this 24th day of June 2026, at Tustin, California.

25
26
27 
28 NATHALIE HERNANDEZ

EXHIBIT “A”

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

(Lance Tyler Dunn, et al. v. RailPros, et al. Case No. 24CU022030C)

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or a solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant RailPros Field Services, Inc. ("Railpros") ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiffs Lance Tyler Dunn, Daniel Castro, Steven Muir, Fredrick Earnhart and Juan Miguel Torres Valenzuela ("Plaintiffs"), employees of Railpros, and seeks payment of (1) back wages and other relief for a class of non-exempt, hourly employees who were employed by Railpros sites in California during the Class Period (November 13, 2020 to December 8, 2025) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for Defendant during the PAGA Period (October 29, 2023 to December 8, 2025) ("Aggrieved Employees").

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

Based on Railpros' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$«Class_Estimated_Settlement_Amount» (less withholding) and your Individual PAGA Payment is estimated to be \$«PAGA_Estimated_Settlement_Amount». 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 Railpros' 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 Railpros' records showing that you worked «Class_Work_Weeks» workweeks during the Class Period and you worked «PAGA_Pay_Periods» pay periods during the PAGA Period. If you believe that you worked more workweeks during either 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 of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Railpros.

If you were employed by Railpros during the Class Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment (and an Individual PAGA Payment). As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Railpros.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. (Please Note: If you are an

Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.)

Defendant 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. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Railpros 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 July 6, 2026. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must fund the 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 July 6, 2026. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on July 17, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by July 6, 2026. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Railpros' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by July 6, 2026. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs were employed by Railpros. The Action accuses Railpros of violating California labor laws by (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide accurate itemized wage statements, (e) failure to timely pay wages during employment, (f) failure to pay vested vacation pay, (g) unlawful deduction of wages, (h) subjecting employees to illegal non-compete provisions in their employment contracts with Defendant, (i) failure to provide paid sick leave at the correct rate, (j) failure to timely pay final wages upon termination (waiting time penalties), (k) failure to reimburse necessary business expenses, (l) failure to maintain accurate records, and (m) unfair competition and unfair

business practices. Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys (“Class Counsel”) in the Action.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Railpros violated any laws, and Defendant denies Plaintiffs’ allegations. In the meantime, Plaintiffs and Defendant hired Kevin T. Barnes, Esq., an experienced, neutral mediator, in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

Defendant **Will Pay \$1,034,450.00 as the Gross Settlement Amount (Gross Settlement)**. Defendant 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, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. 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.

Court Approved Deductions from Gross Settlement.

At the Final Approval Hearing, Plaintiffs 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: Up to **\$344,816.66 (33.33%** of the Gross Settlement] to Class Counsel for attorneys’ fees and up to **\$35,000** for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment; Up to **\$10,000.00** as a Class Representative Service Payment to each Plaintiff for filing the Action, working with Class Counsel and representing the Class, and providing a broad general release of claims beyond those claims being released by class members. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment; Up to **\$6,950.00** to the Administrator for services administering the Settlement; Up to **\$50,000.00** for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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

Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay its respective portion of employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on one or more IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than July 6, 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 you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. It should also include the Action name and/or case number. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

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

Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement including funding the payment of employer payroll taxes, 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 Railpros or related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

Participating Class Members 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: (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, the failure to pay minimum wages and overtime compensation, failure to provide compliant meal and rest periods, failure to timely pay final wages upon termination, failure to provide accurate itemized wage statements, failure to provide paid sick leave, unlawful deduction of wages, failure to pay vested vacation pay, illegal non-compete provisions in employment contracts, untimely payment of wages during employment, and failure to reimburse necessary business expenses. The actions further allege unlawful employment conditions, including the use of an illegal non-compete provision, unfair competition and unfair business practices, and the recovery of waiting time penalties, and penalties pursuant to the California Private Attorneys General Act; violations of California Labor Code §§ 201, 202, 203, 204, 204b, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 246, 247, 248, 248.5, 248.7, 351, 432, 432.5, 510, 512, 516, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code sections 16600.5 and 17200, et seq in connection with the alleged Labor Code violations alleged, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* Except as set forth in the Settlement 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.

Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims released in the settlement against Defendant, 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 Defendant or its related entities based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' PAGA Release: The State of California, LWDA and all 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 PAGA Period facts stated in the Operative Complaint, the PAGA Notice and ascertained in the course of the Action including: the failure to pay minimum wages and overtime compensation, failure to provide compliant meal and rest periods, failure to timely pay final wages upon termination, failure to provide accurate itemized wage statements, failure to provide paid sick leave, unlawful deduction of wages, failure to pay vested vacation pay, illegal non-compete provisions in employment contracts, untimely payment of wages during employment, and failure to reimburse necessary business expenses, violations of California Labor Code §§ 201, 202, 203, 204, 204b, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 246, 247, 248, 248.5, 248.7, 351, 432, 432.5, 510, 512, 516, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2698; in connection with the allegations in the LWDA Notices and Operative Complaint; and related violations of the applicable California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Railpros' records, are stated in the first page of this Notice. You have until July 6, 2026 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, one or more checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The check(s) may combine the Individual Class Payment and the Individual PAGA Payment. **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 Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Lance Tyler Dunn, et al. v. RailPros, et al.* Case No. 24CU022030C, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of 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 July 6, 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. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval

that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website (<https://www.sdcourt.ca.gov>).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is July 6, 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 *Lance Tyler Dunn, et al. v. RailPros, et al.* Case No. 24CU022030C and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 17, 2026 at 8:30 a.m. before Hon. Blaine K. Bowman, in Department C-74 of the San Diego Superior Court, located at 1100 Union Street, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (<https://www.sdcourt.ca.gov>). 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 Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

After the Court makes its final decision, notice of the final judgment will be posted on the settlement website at www.ilymgroup.com. You may also check the Court's website or contact the Administrator or Class Counsel for updates.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiffs and Defendant have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://www.sdcourt.ca.gov>) and entering the Case Number for the Action, Case No. 24CU022030C. You can also make an appointment to personally review court documents in the Clerk's Office at the San Diego Superior Courthouse by calling (619) 450-7275. You may also visit the settlement website at www.ilymgroup.com for copies of the Settlement Agreement, court filings, and updates regarding the Final Approval Hearing and Judgment.

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

Class Counsel:

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Settlement Administrator:

ILYM GROUP, INC.
P.O. Box 2031
Tustin CA 92781
Email Address: claims@ilymgroup.com
Telephone: 888.250.6810
Fax Number: 888.845.6185

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 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.

OBJECTION FORM

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

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by July 6, 2026 by mail, email or facsimile transmission at one of the addresses provided below or in the Notice of Class Action Settlement:

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

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

Date: _____

Full Name: _____

Address: _____

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

Signature: _____

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

____ _

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

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, return this form by July 6, 2026 by mail, email or facsimile transmission at one of the addresses provided below or in the Notice of Class Action Settlement:

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

I request to be excluded from the class action settlement in the matter of *Lance Tyler Dunn, et al. v. RailPros Field Services, Inc.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that I cannot be excluded from the Private Attorney Generals Act portion of the settlement and that, if eligible, I will still receive a check and will be bound by any releases related to that claim regardless of whether I request exclusion from the class action settlement.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____) _____

Signature: _____

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

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action. You will not receive a payment from the Class Settlement if you return this form.

EXHIBIT “B”

Exclusion List

1. David Hammon
2. Richard Eichhorn
3. Michael Scott Nelson