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Attorneys for Plaintiff JONATHAN CHEUNG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JONATHAN CHEUNG, an individual, on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

SIGNATURE COMMERCIAL SOLUTIONS,
LLC, a Florida limited liability company; and
DOES 1-50, Inclusive,

Defendants.

Case No. 22STCV13034

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: December 19, 2023
Time: 8:30 a.m.

Judge: Hon. Holly J. Fujie
Dept.: 56

1 I, Nicole Bench, 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, *Cheung*
6 *v. Signature Commercial Solutions, LLC* matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

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

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Court Approved Notice of Class Action and PAGA Settlement* (referred to as “Notice Packet”); (b)
18 receiving and processing requests for exclusion and objections to the Settlement, if applicable; (c)
19 resolving Settlement Class Members’ disputes over the number of Work Weeks Defendant has
20 record of them working during the Class Period, which was pre-printed on their individualized
21 Class Notice; (d) establishing a QSF account and calculating individual settlement award amounts;
22 (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by
23 the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax
24 forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement;
25 and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group
26 to perform.
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1 4. On August 15, 2023, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On August 15, 2023, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, the
6 number of Work Weeks worked for each Settlement Class Member during the Class Period and the
7 number of Work Weeks worked for each PAGA Member during the PAGA Period. The data file
8 was uploaded to our database and checked for duplicates and other possible discrepancies. The
9 Class List contained 869 individuals.

10 6. As part of the preparation for mailing, all 869 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 August 29, 2023, a link to ILYM Group's website was set up for Class Members
19 to access relevant court documents. The website link is <http://www.omg.ilymgroup.com/SCS>.
20 Also, the following telephone number, (888) 250-6810, was included in the Notice Packet for Class
21 Members to call should they have questions or want additional information.

22 8. On August 29, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
23 869 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
24 copy of the mailed Notice Packet.

25 9. As of the date of this declaration, 59 Notice Packets have been returned to our office
26 as undeliverable. Of the 59 returned Notice Packets, 1 Notice Packet was returned with a forwarding
27 address and the Notice Packet was promptly re-mailed to the forwarding address provided. ILYM
28 Group performed a computerized skip trace on the 58 returned Notice Packets that did not have a

1 forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the
2 Notice Packet. As a result of this skip trace, 39 updated addresses were obtained and the Notice
3 Packets were promptly re-mailed to those Settlement Class Members, via U.S. First Class Mail.

4 10. As of the date of this declaration, a total of 40 Notice Packets have been re-mailed.
5 Specifically, 1 Notice Packet was remailed as a result of a forwarding address provided by the
6 USPS and 39 have been re-mailed as a result of ILYM Group's skip tracing efforts.

7 11. As of the date of this declaration, a total of 19 Notice Packets have been deemed
8 undeliverable as no updated addresses were found notwithstanding the skip tracing.

9 12. As of the date of this declaration, ILYM Group has not received any requests for
10 exclusion. The deadline to request exclusion from the Settlement was October 13, 2023.

11 13. As of the date of this declaration, ILYM Group has not received any objections to
12 the Settlement. The deadline to file an objection to the Settlement was October 13, 2023.

13 14. As of the date of this declaration, ILYM Group has not received any disputes from
14 a Settlement Class Member during the response period.

15 15. As of the date of this declaration, ILYM Group will report a total of 869
16 Participating Class Members, representing 100.00% of the 869 Settlement Class Members. The
17 total number of Work Weeks worked by the Participating Class Members during the class period
18 is 38,018. The Escalator Clause has not been triggered.

19 16. Participating Class Members will receive a proportional share of the Net Settlement
20 Fund through individual settlement payments, based on the number of Work Weeks worked by
21 Participating Class Members during the Class Period. The Net Settlement Amount is the amount
22 remaining after deduction of the Court-approved payments from the Gross Settlement Amount for
23 Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Payment, the Class
24 Representative General Release Payment, Claims Administration Fees to ILYM Group, and the
25 PAGA allocation, e.g.,

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1	Gross Settlement Amount	\$750,000.00
2	Attorney's Fees	\$250,000.00
3	Attorney's Costs	\$25,000.00
4	Enhancement Payment: Jonathan Cheung	\$5,000.00
5	General Release Payment: Jonathan Cheung	\$5,000.00
6	ILYM Group Fees	\$12,000.00
7	LWDA	\$45,000.00
8	PAGA Allocation to Aggrieved Employees	\$15,000.00
9	Net Settlement Amount	\$393,000.00

10 17. To determine a Participating Class Member's individual settlement award payment,
11 the distribution shall be divided among all Participating Class Members on a pro rata basis, based
12 on the ratio of the Work Weeks worked by each Class Member during the Class Period, to the total
13 number of Work Weeks worked by all Participating Class Members during the Class Period. Based
14 on these calculations, the Participating Class Members will receive an estimated average gross
15 payment of \$452.24, with the estimated highest gross payment being \$2,181.15 and the estimated
16 lowest gross payment being \$10.34.

17 18. In addition, ILYM Group reports a total of 511 PAGA Members. The PAGA
18 payment shares to the PAGA Members will be calculated based on the Aggrieved Employee's
19 number of Work Weeks worked during the PAGA Period. The distribution will be divided among
20 all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Work
21 Weeks worked by each Aggrieved Employee during the PAGA Period, to the total number of
22 Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period.
23 Based on these calculations, the PAGA Member's will receive an estimated average payment of
24 \$29.35, with the estimated highest payment being \$102.99 and the estimated lowest payment being
25 \$0.88 cents.

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19. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$12,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 24th day of October 2023, at Tustin, California.

Nicole Bench
NICOLE BENCH

EXHIBIT “A”

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

Jonathan Cheung v. Signature Commercial Solutions, LLC
Los Angeles Superior Court Case No. 22STCV13034

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 an employee class action lawsuit (“Action”) against Signature Commercial Solutions, LLC (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by Jonathan Cheung (“Plaintiff”)—who is a former employee of Defendant—and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (April 19, 2018 to May 17, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (February 8, 2021 to May 17, 2023) (“PAGA Members”).

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 Defendant's records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Class_Estimated_Settlement_Payment» (less withholding) and your Individual PAGA Payment is estimated to be \$«PAGA_Estimated_Settlement_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 Defendant'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 Defendant's records showing that **you worked «Class Weeks» workweeks** during the Class Period and **you worked «PAGA Work Week Count» Workweeks** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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. Your legal rights are affected whether you act or 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 Plaintiff and Plaintiff's 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 PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA 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/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(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, and, if you are an PAGA Member, 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 Defendant 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 October 13, 2023	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 pay Individual PAGA Payments to all Alleged PAGA Members and the Alleged PAGA Members 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 October 13, 2023	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the December 19, 2023 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on December 19, 2023. 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 Written Challenges Must be Submitted by October 13, 2023	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 Workweeks you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Workweeks you worked according to Defendant'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, 2023. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws based on the following: (1) Failure to provide compliant meal and rest periods; (2) Failure to pay all minimum, regular and overtime wages; (3) Failure to correctly calculate the regular rate of pay; (4) Failure to maintain true and accurate records; (5) Failure to reimburse for required business expenses; (6) Failure to provide accurate itemized wage statements; (7) Failure to timely pay wages due during, and upon termination of employment; and (8) engaging in Unfair Competition pursuant to Cal. Bus & Prof. Code § 17200. Based on the same claims (except for the Unfair Competition claim), Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: JCL Law Firm, APC, and the Zakay Law Group, APLC ("Class Counsel.")

Defendant strongly 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 Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired 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, Plaintiff 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. Plaintiff 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 Alleged PAGA Members. 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?

1. The Gross Settlement Amount is \$750,000.00. 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 14 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.
2. 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:
 - A. Up to \$250,000.00 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff Jonathan Cheung as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Jonathan Cheung will receive other than Jonathan Cheung's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$12,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$60,000.00 for PAGA Penalties, allocated as 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Alleged PAGA Members based on their PAGA Workweeks.Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. 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.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 34% of each Individual Class Payment to taxable wages ("Wage Portion") and 66% to interest, etc. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay 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 IRS 1099 Forms.

Although Plaintiff 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.

5. 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 canceled, and the monies will be sent to the California State Controller's Unclaimed Property Fund.

6. 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, 2023, 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 October 13, 2023, 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 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 Period facts alleged in the Action.

7. 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 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.
8. 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.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all 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 Defendant 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 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 any and all claims involving any allegations that Defendant: failed to pay all wages due (including minimum wages, regular wages, sick pay, vacation, paid time off and overtime wages); failed to provide legally-compliant meal and rest breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks; failed to timely pay all earned wages and compensation; failed to provide timely final pay; failed to provide accurate itemized wage statements; failed to reimburse for necessary business expenses; and engaged in unfair business practices due to the underlying violations at any time during the Class Period. This includes any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or other damages or penalties or which could have been alleged under the facts, allegations and/or claims pleaded as part of the Action. This further includes any and all other claims under California common law, the California Labor Code including but not limited to the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the facts, allegations and/or claims pleaded in the Action. Except as set forth in Section 5.3 of 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.

10. Alleged PAGA Members' 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 Alleged PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Alleged PAGA Members, 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 PAGA Period facts alleged in the Action and resolved by this Settlement. The Alleged PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Alleged PAGA Members 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, and the PAGA Notice, and ascertained in the course of the Action including, violation of Labor Code section 2698, et seq. (Private Attorneys General Act of 2004),

including, any and all claims for PAGA penalties involving any allegations that Defendant failed to pay all wages due (including minimum, regular, sick pay, vacation, paid time off and overtime wages), failed to provide legally-compliant meal and rest breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks, failed to timely pay all earned wages and compensation, failed to provide timely final pay, failed to provide accurate itemized wage statements, and failed to reimburse necessary business expenses, at any time during the PAGA Period.

4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. **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.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Workweeks worked by all Alleged PAGA Members and (b) multiplying the result by the number of PAGA Workweeks worked by each individual PAGA Member.
3. **Workweek Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until October 13, 2023, to challenge the number of Workweeks and/or Workweeks 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 Defendant's calculation of Workweeks based on Defendant'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 Workweek 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?**

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Alleged PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member 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 to be excluded. Be sure to personally sign your request, identify the Action as *Jonathan Cheung v. Signature Commercial Solutions, LLC*, Case No. 22STCV13034, and include your identifying information (full name, address, telephone number, approximate dates of employment, and 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, 2023, 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 Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the December 19, 2023, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is

unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 13, 2023.** 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, *Jonathan Cheung v. Signature Commercial Solutions, LLC*, Case No. 22STCV13034, and include your name, current address, telephone number, and approximate dates of employment for Defendant 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 don't have to, attend the Final Approval Hearing on December 19, 2023, at 8:30 a.m., in Department 56 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012. 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, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). 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 Administrator's website www.ilymgroup.com/SCS 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 Defendant and Plaintiff 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 ILYM Group, Inc.'s website at www.ilymgroup.com/SCS. You can also 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV13034. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: Jean-Claude Lapuyade
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Name of Firm: JCL Law Firm, APC
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Name of Attorney: Shani O. Zakay
Email Address: shani@zakaylaw.com
Name of Firm: Zakay Law Group, APLC
Telephone: (619) 892-7095
Mailing Address: 5440 Morehouse Drive, Ste. 3500,
San Diego, CA 92121

Settlement Administrator:

Name of Company: ILYM Group, Inc.
Email Address: www.claims@ILYMgroup.com
Mailing Address: P.O. Box 2031, Tustin, CA 92781
Telephone: 1-888-250-6810
Website: www.ilymgroup.com/SCS

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 may contact the California State Controller's Unclaimed Property Fund to recover your settlement.

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.

«Case_Name»

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMII
QR Code»

ILYM ID: «ILYMID» «PC»

«first_name» «last_name»

«Address_»

«City», «state» «Zip»