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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA BARBARA

ROBERT BARAY, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

CURATION FOODS, INC., a Delaware
Corporation; LANDEC CORPORATION, a
Delaware Corporation; and DOES 1-50,
inclusive;

Defendants.

Case No. 21CV02834

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

Date: August 29, 2023
Time: 8:30 a.m.

Judge: James F. Rigali
Dept.: 2

1 I, Stephanie Molina, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Operational Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the
4 professional settlement services provider who has been retained by the Parties’ Counsel and
5 subsequently appointed by the Court to serve as the settlement administrator for the above
6 captioned *Baray v. Curation Foods, Inc.*, matter. I am authorized to make this declaration on behalf
7 of ILYM Group. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 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 *Notice of Pendency of Class Action Settlement and Final Hearing* (“Notice Packet”); (b) receiving
18 and processing requests for exclusion from, and objections to, the Settlement; (c) resolving
19 Settlement Class Members’ disputes over the number of workweeks Defendants have record of
20 them working during the Class Period, which was pre-printed on their individualized Class Notice;
21 (d) calculating individual settlement award amounts; (e) processing and mailing settlement award
22 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
23 issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any
24 unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the
25 Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On January 20, 2023, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On March 10, 2023, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the employment dates for each Settlement Class Member. The data file was uploaded to our
4 database and checked for duplicates and other possible discrepancies. The Class List contained 149
5 individuals.

6 6. As part of the preparation for mailing, all 149 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for the purpose of updating and
9 confirming the mailing addresses of the Settlement Class Members before mailing of the Notice
10 Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent
11 that an updated address was found in the NCOA database, the updated address was used for the
12 mailing of the Notice Packet. To the extent that no updated address was found in the NCOA
13 database, the original address provided by Counsel for Defendants was used for the mailing of the
14 Notice Packet.

15 7. On March 24, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
16 149 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
17 copy of the mailed Notice Packet.

18 8. As of the date of this declaration, 5 Notice Packets have been returned to our office
19 as undeliverable, none were returned with a forwarding address provided by the USPS. ILYM
20 Group performed a computerized skip trace on all 5 returned Notice Packets, in an effort to obtain
21 an updated address for the purpose of re-mailing the Notice Packet. As a result of this skip trace,
22 4 updated addresses were obtained and the Notice Packet was promptly re-mailed to those
23 Settlement Class Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 4 Notice Packets have been re-mailed,
25 all as a result of ILYM Group’s skip tracing efforts.

26 10. As of the date of this declaration, 1 Notice Packet has been deemed undeliverable,
27 as no updated address was found notwithstanding ILYM Group’s skip tracing efforts.

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1 11. As of the date of this declaration, ILYM Group has not received any requests for
2 exclusion from the Settlement. The deadline to request exclusion from the Settlement was May 8,
3 2023.

4 12. As of the date of this declaration, ILYM Group has not received any objections to
5 the Settlement. The deadline to file an objection to the Settlement was May 8, 2023.

6 13. As of the date of this declaration, ILYM Group will report a total of 149
7 Participating Claimants, representing 100% of the 149 Settlement Class.

8 14. Participating Claimants will receive a proportional share of the Net Settlement
9 Amount through individual settlement payments, based on the number of workweeks worked by
10 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
11 deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel
12 Fees and Litigation Costs, the Class Representative Service Award, Claims Administration Fees to
13 ILYM Group, the LWDA Payment to the California Labor & Workforce Development Agency
14 (“LWDA”) and the Aggrieved Employee Payment, e.g.,

15	Gross Settlement Amount	\$ 495,000.00
16	Class Counsel Fees	\$ 165,000.00
17	Class Counsel Expenses	\$ 20,000.00
18	Service Award	\$ 17,500.00
19	ILYM Group Fees	\$ 7,950.00
20	LWDA Payment	\$ 15,000.00
21	Aggrieved Employee Payment	\$ 5,000.00
22	Net Settlement Amount	\$ 264,550.00

23 15. To determine a Participating Settlement Class Member’s Individual Settlement
24 Payment, his/her number of workweeks worked during the Class Period will be divided by the total
25 number of workweeks worked by all Participating Settlement Class Members during the Class
26 Period (18,501.43 total Class workweeks), resulting in a Payment Ratio. Their Payment Ratio will
27 then be multiplied by the Net Settlement Amount. Based on these calculations, the Participating
28 Settlement Class Members will receive an estimated average gross payment of \$1,775.17, an

1 estimated highest gross payment of \$3,649.61, and an estimated lowest gross payment of \$8.17.
2 Additionally, the Aggrieved Employee Payment will be distributed to the Aggrieved Employees,
3 and their payment will be calculated by dividing his/her number of pay periods worked during the
4 PAGA Period by the total number of pay periods worked by all Aggrieved Employees during the
5 PAGA Period resulting in a PAGA Payment Ratio. Their PAGA Payment Ratio will then be
6 multiplied by the Aggrieved Employee Payment. Based on these calculations, the Aggrieved
7 Employees will receive an estimated average gross payment of \$58.82, an estimated highest gross
8 payment of \$83.28, and an estimated lowest gross payment of \$1.54.

9 16. ILYM Group's total fees and costs for services in connection with the administration
10 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
11 costs for completion of the settlement administration, are \$7,950.00. ILYM Group's work in
12 connection with this matter will continue with the calculation of the settlement award payments,
13 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
14 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
15 Group to perform.

16 I declare under penalty of perjury under the laws of the State of California and the United
17 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
18 was executed this 9th day of July 2023, at Tustin, California.

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STEPHANIE MOLINA

EXHIBIT “A”

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Baray v. Curation Foods, Inc., Santa Barbara County Superior Court Case No. 21CV02834)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Total». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Santa Barbara (the “Court”) has been reached between Plaintiff Robert Baray (“Plaintiff”) and Defendants Curation Foods, Inc., and Landec Corporation (collectively “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All persons who are or previously were employed by Defendants in California and classified as non-exempt employees during the Class Period.

The “Class Period” is the period of time running from July 16, 2017 to June 6, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On July 16, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Santa Barbara. Plaintiff asserted claims that Defendants: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage

statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendants deny and dispute all claims asserted in the Action. Specifically, Defendants contended (and continue to contend) that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime that was due; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants fully reimbursed members of the class for required business expenses; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action.

On June 6, 2022, the Parties participated in an all-day mediation with David Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement. However, following the mediation, each side, represented by its respective counsel, continued settlement negotiations, with the assistance of Mediator Rotman, until they agreed to settle the Action. The Court granted preliminary approval of the Settlement on January 20, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four Hundred Ninety-Five Thousand Dollars (\$495,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$9,200.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$165,000) and a Class Counsel Litigation Expenses Payment of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Seventeen Thousand Five Hundred Dollars (\$17,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.

- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all of Defendant's current and former non-exempt employees employed in California during the PAGA Period. The PAGA Period means the period between May 12, 2020 to June 6, 2022. Only 92 of the 160 Class Members worked during this PAGA Period, and are therefore Aggrieved Employees, and are entitled to their share of the PAGA Amount.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 20% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 80% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all claims, demands, rights liabilities that were pled in any of the complaints in this matter, or which could have been pled in any of the complaints in this matter that arose during the Class Period. As a matter of emphasis, but not limitation, the Released Claims shall include: (a) Unfair Competition in Violation of California Business & Professions Code section 17200, et seq; (b) Failure to Pay Minimum Wages in Violation of California Labor Code section 1194,

1197, and 1197.1; (c) Failure to Pay Overtime Wages in Violation of California Labor Code section 510, et seq; (d) Failure to Provide Required Meal Periods in Violation of California Labor Code sections 226.7 and 512; (e) Failure to Provide Required Rest Periods in Violation of California Labor Code sections 226.7 and 512; (f) Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code section 226 and 226.2; (g) Failure to Provide Wages When Due in Violation of California Labor Code sections 201, 202, and 203; (h) Released Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, and causes of action, that could potentially arise from the receipt of any monies as a result of this settlement by any member of the Settlement Class.

The Released PAGA Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for PAGA penalties alleged in the Action, including, but not limited to, PAGA penalties, unpaid costs or expenses, attorneys' fees, litigation costs.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have «Class_Weeks» Workweeks worked during the Class Period (July 16, 2017 to June 6, 2022).

Based on this information, your estimated Individual Settlement Payment is \$«Class_Payment».

Defendants' records reflect that you have «PAGA_Pay_Periods» pay periods worked during the PAGA Period (May 12, 2022 to June 6, 2022).

Based on this information, your estimated PAGA Payment Share is \$«PAGA_Payment».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than May 8, 2023.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. (888) 250-6810.

The Court will hold a hearing on August 29, 2023 to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.ilymgroup.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than May 8, 2023. The address for the Settlement Administrator is P.O. Box 2031 Tustin, CA 92781. The request for exclusion must state in substance: “I wish to opt out of the settlement of the class action lawsuit **entitled *Baray v. Curation Foods, Inc., Santa Barbara County Superior Court, Case No. 21CV02834***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice.” The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after May 8, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member’s name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Baray v. Curation Foods, Inc., Santa Barbara County Superior Court, Case No. 21CV02834***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than May 8, 2023. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 08:30 AM on August 29, 2023, at the Santa Barbara County Superior Court, Department 2, located 312 East Cook Street, Building E, Santa Maria, CA 93454 before Judge James F. Rigali. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to ***Baray v. Curation Foods, Inc., Santa Barbara County Superior Court, Case No. 21CV02834***, Settlement Administrator, c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to State Controller's Office. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.