

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

*Henderson Donis v. Battle-Tested Strategies, LLC*  
(Los Angeles County Superior Court, Case No. 21STCV21052)

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

**You may be eligible to receive money** from a class action lawsuit (“Action”) against Battle-Tested Strategies, LLC (“BTS”); Amazon.com Services, Inc.; Amazon.com Services LLC; and Amazon Logistics, Inc. (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by former BTS employees Jahad Muhammad and Henderson Donis (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of current and former employees (“Class Members”) who worked for BTS as drivers performing Amazon-related delivery services during the Class Period (October 3, 2019 to October 3, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former employees who worked for BTS as drivers performing Amazon-related delivery services during the PAGA Period (May 31, 2020 to October 3, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$MERGED ClassEstSettAmt CALC (less withholding) and your Individual PAGA Payment is estimated to be \$MERGED PAGAEstSettAmnt CALC**. 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 Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant BTS’ records showing **that you worked MERGED ClassWW workweeks** during the Class Period and **you worked MERGED PAGAPP 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. 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for BTS 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 claims for civil penalties against Defendants.
- (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 Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendants 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

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	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 Defendants that are covered by this Settlement (Released Claims).
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  <b>The Opt-out Deadline is <u>December 11, 2023</u></b>	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. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
<b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>  <b>Written Objections Must be Submitted by <u>December 11, 2023</u></b>	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, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
<b>You Can Participate in the <u>January 10, 2024, at 9:00 a.m.</u> Final Approval Hearing</b>	Court's Final Approval Hearing is scheduled to take place on <b><u>January 10, 2024, at 9:00 a.m.</u></b> 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.
<b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b>  <b>Written Challenges Must be Submitted by <u>December 11, 2023</u></b>	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 PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant BTS' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <b><u>December 11, 2023</u></b> . See Section 4 of this Notice.

### 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former BTS employees. The Second Amended Complaint asserts claims against BTS, as well as Amazon.com Services, Inc., Amazon.com Services LLC, and Amazon Logistics, Inc. (Amazon entities collectively, "Amazon") for violating California labor laws by (1) failing to pay regular/minimum wages; (2) failing to pay overtime wages; (3) failing to timely pay wages due; (4) failing to reimburse necessary business expenses; (5) failing to provide lawful meal periods; (6) failing to provide lawful rest periods; (7) failing to furnish accurate itemized wage statements; (8) failing to make proper disclosure in violation of the federal Fair Credit Reporting Act (15 U.S.C. § 1681b(b)(2)(A)(i), et seq.) ("FCRA"); (9) failing to obtain proper authorization in violation of the FCRA (15 U.S.C. § 1681b(b)(2)(A)(ii)); (10) failing to provide compliant background check disclosures and background report copies upon request in violation of the California Investigative Consumer Reporting Agencies Act ("ICRAA"); and (11) unlawful, deceptive and unfair business practices in violation of the California Unfair Competition Law ("UCL") (California Business & Profession Code § 17200, et seq.). Based on the same claims, 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 in the Action: Jennifer Kramer and Ashley Cruz of Hennig Kramer Ruiz & Singh, LLP; Shadie L. Berenji and Kristopher N. Tayyeb of Berenji Law Firm, APC; and Robert Ackermann of the Law Office of Robert Ackermann (collectively, "Class Counsel.")

Defendants deny all of the claims in the Second Amended Complaint, and deny any and all liability or wrongdoing with respect to the allegations made in the Second Amended Complaint. Defendants additionally contend that, for any purpose other than this Settlement, none of the claims in the Second Amended Complaint are appropriate for class, collective action, and/or representative treatment. Amazon further specifically denies that it was an employer or joint employer of any Settlement Class Member, each of whom was employed by BTS. However, Defendants have agreed to the Settlement to avoid continued litigation.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end 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 Defendants 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, Defendants do 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) Defendants have 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 Final Approval.

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

1. Defendants Will Pay \$1,146,906.93 as the Gross Settlement Amount (Gross Settlement). Defendants have 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 Payments, 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, Defendants will fund the Gross Settlement not more than 15 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, 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:
  - A. Up to \$333,333 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000 as a Class Representative Award to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payment.
  - C. Up to \$15,000 to the Administrator for services administering the Settlement.
  - D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% 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.

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. Plaintiffs and Defendants are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds (2/3) to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe 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 Plaintiffs and Defendants 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 cancelled, the monies will be deposited with the California Controller's Unclaimed Property Fund in your name and will irrevocably be lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 **December 11, 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 **December 11, 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 Defendants.

**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 Defendants 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. **Administrator.** The Court has appointed a neutral company, ILYM Group (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 Defendants have 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 Defendants 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:

By operation of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, Class Representatives and each Participating Class Member, for themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Second Amended Complaint in the Donis Action and the Operative Complaints in the Actions arising during the Class Period, including but not limited to, any claim for: (1) violation of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq.; (2) violation of California's Investigative Consumer Reporting Agencies Act ("ICRAA"), Cal. Civil Code section § 1786.10 – § 1786.40; (3) Failure To Pay Regular Pay/Min. Wages in Violation of Labor Code §§ 223, 510, 558.1, 1194, 1194.2, 1197 & IWC Wage Order 9-2001, § 4; (4) Failure To Pay Overtime Premium Pay in Violation of Labor Code §§ 510, 558, 558.1, 1194, 1194.2 & IWC Wage Order 9-2001, § 3; (5) Failure To Provide Meal Periods or

Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 11; (6) Failure to Provide Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 223, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 12; (7) Failure To Reimburse For Necessary Expenditures in Violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (8) Failure to Provide Accurate Itemized Wage Statements and Failure to Maintain Records in Violation of Labor Code §§ 226(a), 226.3, 558.1, 1174; (9) Failure to Timely Pay Wages in Violation of Labor Code §§ 201-204, 210, 2926, 2927; (10) Failure to Comply with Client Employer Obligations for Subcontractors in Violation of Labor Code §§ 2810 and 2810.3, et seq.; (11) Unlawful, Unfair, and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, et seq.; and (12) any derivative claims under the Fair Labor Standards Act (“FLSA”) or any applicable California Industrial Welfare Commission Wage Order; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief (“Released Claims”). Notwithstanding the foregoing, Participating Class Members do not release any claims for PAGA penalties (Cal. Labor Code §§ 2698 et seq.), except to the extent that they are Aggrieved Employees covered by Paragraph 6.2. Except as set forth in Paragraphs 6.2 and 6.3 of this Agreement, Participating Class Members do not release any other claims beyond those released in this Paragraph 6.1.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, 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 Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Aggrieved Employees 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 under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices and any of the complaints filed in the Actions arising during the period from October 3, 2019 to the date on which the Court grants final approval of the Settlement. The PAGA Released Claims include, without limitation, any PAGA claim alleging that: (1) Defendants did not properly calculate Aggrieved Employees’ overtime wages and pay all overtime wages due in violation of California Labor Code sections 510, 1194, and 1198; (2) Defendants failed to compensate Aggrieved Employees for all hours worked in violation of California Labor Code section 1194; (3) Defendants violated California Labor Code section 2802 in failing to indemnify Aggrieved Employees for business expenses; (4) Defendants failed to provide Aggrieved Employees with lawful meal and rest periods, and failed to pay required meal and rest period premiums, in violation of California Labor Code section 226.7; (5) Defendants failed to provide accurate and compliant wage statements to Aggrieved Employees in violation of California Labor Code section 226; (6) Defendants failed to timely pay Aggrieved Employees all wages due within the time periods required by California Labor Code sections 201-204, and then to pay waiting time penalties pursuant to section 203 of the California Labor Code; (7) Defendants failed to provide Aggrieved Employees with paid sick days in violation of California Labor Code section 246 and 246.5; (8) Defendants violated California Labor Code section 2810.5(a) by failing to provide Aggrieved Employees with written notice of employment - related information at their time of hiring; (9) Defendants owe penalties pursuant to the PAGA, premised on the alleged violations articulated above; and (10) the Defendants owe penalties, interest, attorney fees, or other damages arising out of the Defendants’ alleged California Labor Code violations released herein.

#### **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 Eligible Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Eligible Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **December 11, 2023**, 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 Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 Defendants' 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 single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those Participating Class Members who also qualify as Aggrieved Employees. 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 Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who qualifies as an Aggrieved Employee).

**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 *Henderson Donis v. Battle-Tested Strategies, LLC* (Los Angeles County Superior Court, Case No. 21STCV21052), 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 December 11, 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 Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the **January 10, 2024** 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 (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 Plaintiffs are 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 Administrator's website <https://ilymgroup.com/Battle-TestedStrategiesLLC> or the Court's website [www.lacourt.org](http://www.lacourt.org).

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 Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is December 11, 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 *Henderson Donis v. Battle-Tested Strategies, LLC* (Los Angeles County Superior Court, Case No. 21STCV21052) and include your name, current address, telephone number, and approximate dates of employment for BTS 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 **January 10, 2024**, at **9:00 a.m.** in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 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, 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 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 <https://ilymgroup.com/Battle-TestedStrategiesLLC> 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 Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <https://ilymgroup.com/Battle-TestedStrategiesLLC>. 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. 21STCV21052. 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: Shadie L. Berenji  
Email Address: [berenji@employeejustice.law](mailto:berenji@employeejustice.law)  
Name of Firm: Berenji Law Firm, APC  
Mailing Address: 8383 Wilshire Boulevard, Suite 708, Beverly Hills, California 90211  
Telephone: (310) 855-3270

Name of Attorney: Jennifer Kramer  
Email Address: [jennifer@employmentattorneyla.com](mailto:jennifer@employmentattorneyla.com)  
Name of Firm: Hennig Kramer Ruiz & Singh, LLP  
Mailing Address: 3600 Wilshire Blvd., Suite 1908, Los Angeles, CA 90010  
Telephone: (213) 310-8301

Name of Attorney: Robert Ackermann  
Email Address: [videolaw@aol.com](mailto:videolaw@aol.com)  
Name of Firm: Law Office Of Robert Ackermann  
Mailing Address: 11040 Santa Monica Blvd., Ste. 320, West Los Angeles, CA 90025  
Telephone: (310) 479-2441

#### Settlement Administrator:

Name of Company: ILYM Group, Inc.  
Email Address: [claims@ilymgroup.com](mailto:claims@ilymgroup.com)  
Mailing Address: P.O. Box 2031, Tustin, CA 92781  
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 California State Controller's 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.