

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

*(Danielle Ferriera v. Anderson Merchandisers, LLC and Retail Execution West, LLC, et al. and Case No. S-CV-0049211)*

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*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 Anderson Merchandisers, LLC and Retail Execution West, LLC (“Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee Danielle Ferriera (“Plaintiff”) and seeks payment of (1) back wages and other relief for all current and former hourly-paid or non-exempt employees employed by Defendants within the State of California (“Class Members”) during the Settlement Period (July 10, 2020, up to the date of preliminary approval of the Settlement, or whenever the total Workweeks at Issue reaches 30,800 workweeks, whichever comes earlier if Defendants makes such an election allowed by the escalator provision); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all California citizens currently or formerly employed by Defendants as a non-exempt employee in the State of California during the PAGA Settlement Period (the period beginning on September 27, 2021, through the date of Preliminary Approval Order of the Settlement, or whenever the total Workweeks at Issue reaches 30,800 workweeks, whichever comes earlier if Defendants makes such an election allowed by the escalator provision) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Settlement 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 Settlement Payment is estimated to be \$<<MERGED\_ClassAward>> (less withholding) and your individual PAGA Payment is estimated to be \$<<MERGED\_PAGAAward>>.** 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 didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked <<MERGED\_ClassWW>> workweeks** during the Class Period and **you worked <<MERGED\_PAGAPP>> pay periods** during the PAGA Settlement 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 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 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 Defendants during the Settlement Period and/or the PAGA Settlement 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 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 Settlement 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). To the extent that individuals are both Settlement Class Members and PAGA Releasees, they are eligible to receive both an Individual Settlement Payment and a <i>pro rata</i> share of the PAGA Payment pursuant to the above.
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  <b>The Opt-out Deadline is May 12, 2025</b>	<p>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 Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>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).</p>
<b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>  <b>Written Objections Must be Submitted by May 12, 2025</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 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.
<b>You Can Participate in the July 15, 2025, Final Approval Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on July 15, 2025. 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 May 12, 2025</b>	The amount of your Individual Settlement Payment and individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by May 12, 2025. See Section 4 of this Notice.

### **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, 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: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Lisa B. Iturriaga from Aegis Law Firm, PC ("Class Counsel.")

Defendants categorically deny all of the allegations in this Action and has asserted legal and factual defenses to Plaintiff's claims. To that end, Defendants have denied and continue to deny each, and all of the allegations, claims, and contentions alleged by the Plaintiff in the Action. Defendants have expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged in the Action. Defendants contend that it complied in good faith with wage and hour laws and has dealt legally and fairly with Plaintiff and putative class members. Defendants further assert that it fully complied with all applicable wage and hour laws and contends that civil penalties under PAGA are not warranted. Defendants also deny that the Action is suitable for class certification. Defendants have entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing

or liability. Nothing in this Notice of proposed Settlement shall be construed as an admission, concession, or indication by or against Defendants or anyone else of any fault, wrongdoing or liability whatsoever.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating 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, Plaintiff 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. Plaintiff 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?**

- A. Defendants Will Pay \$175,000.00 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 Settlement Payment, individual PAGA Payments, Class Representative Service Award, 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 within 17 business 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.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- i. Up to \$58,333.33 (one-third (1/3) 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.
  - ii. Up to \$7,500.00 as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Settlement Payment and any individual PAGA Payment.
  - iii. Up to \$10,950.00 to the Administrator for services administering the Settlement.
  - iv. Up to \$10,000.00 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.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 33.33% of each Individual Settlement Payment to taxable wages (“Wage Portion”), 33.33% to e.g., interest, etc. and 33.33% to e.g., civil penalties or liquidated damages, etc. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendants 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 Settlement Payments on IRS 1099 Forms.
- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your

name. If the 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.

- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than May 12, 2025, 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 May 12, 2025, Response Deadline. **The Request for Exclusion must meet the following requirements: a Class Member must submit a written Request for Exclusion containing: (1) the Class Member's full name, mailing address, and signature; (2) the case name and/or case number of the action (i.e., *Ferriera v. Anderson Merchandisers, LLC, et al.* Case No. S-CV-0049211); and (3) an unambiguous statement indicating that the Class Member seeks to exclude himself or herself from the Settlement. The Request for Exclusion must be completed by the Class Member seeking exclusion from the Settlement or his/her legal representative. The Request for Exclusion must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Notice Period.** Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement 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 Settlement Period facts alleged in the Action.
- G. 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 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.
- H. 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.
- I. Settlement Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement (and separately paid all employer payroll taxes), Settlement 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 Settlement Period facts and PAGA penalties based on PAGA Settlement Period facts, as alleged in the Action and resolved by this Settlement.

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

all claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, based on the facts alleged in the Operative Complaint. Settlement Class Members shall release all Released Class Claims that accrued during the Settlement Period as to the Released Parties upon Defendants' funding of the GSA, as set forth herein. The scope of the Released Class Claims by each Settlement Class Member is meant to be as broad as possible as permitted under the law and includes all claims that are asserted or could have been asserted based on the same factual predicate alleged in the Operative Complaint. Such allegations include assertions that Plaintiff or Class Members were not properly or timely compensated for all hours worked, and were subject to wage and hour law violations, regardless of whether such claims arise under California law, common law, local law, or federal law, or any statute, ordinance, regulation, or applicable wage and hour law. The Released Class Claims include, but are not limited to, the causes of actions alleged in the Action and the Operative Complaint, which are asserted as follows: (1) Failure to pay all minimum wages; (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (5) failure to furnish complete and accurate wage statements in violation of Labor Code sections 226 and 226; (6) failure to pay wages timely during employment in violation of Labor Code sections 204, 210; (7) failure to pay all wages earned, due and unpaid at separation of employment in violation of Labor Code sections 201, 202, and 203; and (8) Violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200, et seq.). The release shall include all claims and/or causes of action arising from or related to the Action under any federal, state or local law or administrative order that were pled or could have been pled in this case based on the facts alleged in the operative complaint, letter to the Labor and Workforce Development Agency, or which

arise out of or directly or indirectly relate to such facts, whether known or unknown, including but not limited to, the failure to pay wages, the failure to pay for all hours worked, including “off the clock” claims, and other claims whatsoever that were alleged in this case or which arise out of, or directly or indirectly relate to such facts, including without limitation, all related claims for restitution and other equitable relief, conversion, liquidated damages, punitive damages, penalties, statutory penalties, civil penalties, and any other related claims and/or penalties of any nature. The Released Claims encompass all types of relief available for the foregoing claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, attorneys’ fees, costs, expenses, interest, injunctive relief, declaratory relief, or liquidated damages. The Settlement Class Members also release claims against Released Parties for attorneys’ fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this Settlement. Notwithstanding the foregoing, nothing in this Agreement releases any claims that may not be released as a matter of law.

- J. 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 its related entities based on the PAGA Settlement Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for PAGA Releasees’ are as follows:

all claims that are asserted or could have been asserted based on the same factual predicate alleged in the LWDA Notice and Operative Complaint. The Released PAGA Claims include, but are not limited to: (1) Civil Penalties Pursuant to the Private Attorney's General Act of 2004 ("PAGA"), Labor Code Section 2698, et seq. for (a) Failure to pay wages for all hours worked at the legal minimum wage, (b) Failure to pay wages for overtime hours worked at the overtime rate of pay, (c) Failure to provide reporting time pay, (d) Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods, (e) Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods, (f) Failure to timely pay earned wages during employment, (g) Failure to provide complete and accurate wage statements, and (h) Failure to pay employees all wages due at time of termination/resignation, and all other claims asserted in the Operative Complaint and the LWDA Letter.

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

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- C. Workweeks at Issue/PAGA Pay Period Challenges. The number of Workweeks at Issue you worked during the Settlement Period and the number of PAGA Pay Periods you worked during the PAGA Settlement Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have until May 12, 2025, to challenge the number of Workweeks at Issue and/or PAGA 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 at Issue and/or PAGA 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 Workweeks at Issue and/or PAGA 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 cannot appeal or otherwise challenge its final decision.

#### **5. HOW WILL I GET PAID?**

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the individual PAGA Payment.

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

**Your check will be sent to the same address as 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.**

If you participate in the Settlement, you will have 180 days to cash the Individual Settlement Payment check that will be sent to you. In the event that any Individual Settlement Payment checks are not deposited, cashed, or otherwise negotiated within the 180-day period, it shall be void. Any failure of a Settlement Class Member to deposit an Individual Settlement Payment check shall not affect the enforceability of the release of all wage and hour claims described below. If at the conclusion of the 180-day check void period you have not cashed or otherwise deposited your Individual Settlement Payment, your Individual Settlement Payment check will escheat to the State of California Controller's Office to be held in your name.

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

Submit a written Request for Exclusion containing: (1) the Class Member's full name, mailing address, and signature; (2) the case name and/or case number of the action (i.e., *Ferriera v. Anderson Merchandisers, LLC*, et al. Case No. S-CV-0049211); and (3) an unambiguous statement indicating that the Class Member seeks to exclude himself or herself from the Settlement. The Request for Exclusion must be completed by the Class Member seeking exclusion from the Settlement or his/her legal representative. The Request for Exclusion must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Notice Period. Upon receipt of any Request for Exclusion within the Notice Period, the Settlement Administrator shall review the request to verify the information contained therein, and to confirm that the request complies with the requirements of this Settlement. The Settlement Administrator shall immediately send all Requests for Exclusion to Defendants' Counsel and Class Counsel. **The Administrator must be sent your request to be excluded by May 12, 2025, 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 Defendants are asking the Court to approve. At least 16 business days before the July 15, 2025, 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 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/AndersonMerchandisersLLC> or the Court's website <https://webportal.placerco.org/eCourtPublic/?q=node/48>

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 May 12, 2025.** A Class Member who does not submit a timely and valid Request for Exclusion will have the right to submit a written Objection during the Notice Period. The written Objection must contain: (1) the objector's full name and mailing address, and signature; (2) the case name and/or case number of the action (i.e., *Ferriera v. Anderson Merchandisers, LLC*, et al. Case No. S-CV-0049211) (3) a statement indicating that the Settlement Class Member objects to the Settlement; (4) the specific ground(s) for the objection(s); (5) a statement indicating whether or not they are represented by counsel (if so, the statement shall state the name and contact information of said counsel); and (6) a statement indicating whether or not the Objector will appear at the Final Approval Hearing. The Settlement Administrator shall immediately send all objections to Defendants' Counsel and Class Counsel. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member may still appear and object to the Settlement at the Final Approval Hearing even if he or she does not submit a written objection. A Settlement Class Member who does not object to the Settlement by either tendering an objection at the Final Approval Hearing or submitting a written Objection in the manner and by the deadline specified above shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Settlement, whether by appeal or otherwise. Settlement Class Members who fail to timely submit an Objection in this manner shall be foreclosed from making any objection to this Settlement Agreement after the Notice Period. If the Court permits, a Settlement Class Member may appear at the Final Approval Hearing and orally present their Objection. Only Settlement Class Members may object to the Settlement. PAGA Releasees will not have the opportunity to opt out or object to the PAGA Payment and/or release of PAGA Claims although the PAGA Payment will be subject to Court approval. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 15, 2025, at 8:30 a.m. in Department 42 of the Placer County Superior Court, located at 10820 Justice Center Drive, Roseville, CA 95678. 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 comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. 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/AndersonMerchandisersLLC> 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 Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group Inc's website at <https://ilymgroup.com/AndersonMerchandisersLLC>. 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 (<https://webportal.placerco.org/eCourtPublic/?q=node/48>) and entering the Case Number for the Action, Case No. S-CV-0049211.

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

#### Class Counsel:

- **Name of Attorney:** Kashif Haque, Samuel Wong, Jessica L. Campbell, and Lisa B. Iturriaga
- **Email Address:** [liturriaga@aegislawfirm.com](mailto:liturriaga@aegislawfirm.com)
- **Name of Firm:** Aegis Law Firm, PC
- **Mailing Address:** 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618
- **Telephone:** (949) 379-6250

#### Settlement Administrator:

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

If you have any questions about the settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you may contact the Settlement Administrator at (888) 250-6810 or by email at [claims@ilymgroupclassaction.com](mailto:claims@ilymgroupclassaction.com). You may also contact Class Counsel at the addresses or phone numbers listed above.

This Notice is only a summary of the Settlement Agreement and related matters. For more detailed information, you may review the Settlement Agreement and other documents for this case at the Settlement website, which can be accessed at <https://ilymgroup.com/AndersonMerchandisersLLC>. The Settlement Agreement contains the complete terms of the proposed Settlement and is also available through Class Counsel and publicly accessible and on file with the Court.

### **PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS FOR INFORMATION ABOUT THE LAWSUITS OR THE PROPOSED SETTLEMENT.**

## 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund [https://www.sco.ca.gov/Files-UPD/guide\\_upd\\_claiming.pdf](https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf) 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. **It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment check. If you fail to keep your address current, you may not receive your Individual Settlement Payment check.**

## **12. ADDITIONAL IMPORTANT INFORMATION**

**A. Anderson Merchandisers, LLC and Retain Execution West, LLC** will not retaliate in any manner whatsoever against any employee who stays in their respective class action and receives an Individual Settlement Payment check or who requests to be excluded from the Settlement.

**B. It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment check will be mailed.

**C. Individual Settlement Payment checks must be cashed soon after receipt.** Checks which remain uncashed after 180 days of the date of issuance will be voided, and handled as described in Paragraph 5, above. If your check is lost or misplaced, you should immediately contact the Settlement Administrator immediately to request a replacement.