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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

ROBERT WESTFALL, et al.,

Plaintiffs,

v.

BALL METAL BEVERAGE CONTAINER
CORPORATION,

Defendant.

Case No. 2:16-cv-02632-DAD-CKD

**DECLARATION OF GARVIN BROWN
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: May 4, 2026

Time: 1:30 p.m.

Judge: Hon. Dale A. Drozd

Dept.: 4

1 I, Garvin Brown, declare as follows:

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

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

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

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1 4. On September 25, 2025, ILYM Group received the Court approved text for the
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On November 7, 2025, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the names, social security numbers, last known mailing addresses, and
6 the dates of employment of the Settlement Class Members with Defendant in a Class Position
7 during the Class Period. The data file was uploaded to our database and checked for duplicates and
8 other possible discrepancies. The Class List contained 357 Class Members.

9 6. As part of the preparation for mailing, all 357 names and addresses contained in the
10 Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
13 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
14 address was found in the NCOA database, the updated address was used for the mailing of the
15 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On January 23, 2026, the Notice Packet was mailed, via U.S First Class Mail, to all
18 356 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
19 copy of the mailed Notice Packet.

20 8. As of the date of this declaration, 34 Notice Packets have been returned to our office.
21 Of the 34 returned Notice Packets, none included a forwarding address. ILYM Group performed a
22 computerized skip trace on the 34 returned Notice Packets that did not have a forwarding address,
23 in an effort to obtain an updated address for the purpose of re-mailing the Notice Packet. As a result
24 of this skip trace, 28 updated addresses were obtained and the Notice Packets were promptly re-
25 mailed to those Settlement Class Members, via U.S. First Class Mail. In addition, 1 Settlement
26 Class Member contacted ILYM Group to request that a Notice Packet be re-mailed to them.

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1 9. As of the date of this declaration, a total of 29 Notice Packets have been re-mailed.
2 Specifically, 28 Notice Packets were re-mailed as a result of ILYM Group’s skip tracing efforts
3 and 1 was re-mailed as a result of a request made by a Class Member.

4 10. As of the date of this declaration, a total of 6 Notice Packets have been deemed
5 undeliverable as no updated addresses were found notwithstanding the skip tracing.

6 11. As of the date of this declaration, ILYM Group has not received any requests for
7 exclusion. The deadline to request exclusion from the Settlement was March 9, 2026.

8 12. As of the date of this declaration, ILYM Group has not received any objections to
9 the Settlement. The deadline to file an objection to the Settlement was March 9, 2026.

10 13. As of the date of this declaration, ILYM Group has received 15 disputes from
11 Settlement Class Members which were forwarded to Counsel for review. Counsel for Defendant
12 provided information related to the 15 disputes at issue, and revised notices were sent to the Class
13 Members addressing the issues.

14 14. As of the date of this declaration, one (1) individual has been added to the Class
15 List.

16 15. As of the date of this declaration, ILYM Group will report a total of 357
17 Participating Class Members, representing 100.00% of the 357 Settlement Class Members.

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

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1	Gross Settlement Amount	\$4,500,000.00
2	Attorney's Fees	\$1,500,000.00
3	Attorney's Costs/Expenses	\$45,000.00
4	Incentive Payment (<i>Westfall, Anderson, Bobby & Ellinger</i>)	\$40,000.00
5	Objectors-Intervenors (<i>Martin & Bernstein</i>)	\$20,000.00
6	ILYM Group Fees	\$10,000.00
7	LWDA	\$75,000.00
8	Net Settlement Amount	\$2,810,000.00

9 17. The total number of Workweeks worked by the Participating Class Members during
10 the class period is 90,845.82. As of the date of this declaration, the Escalator Clause has not been
11 triggered.

12 18. To determine a Participating Class Member’s Waiting Time Penalty Enhancement,
13 it was determined that the Class Member would receive an award of up to thirty-three (33%) of
14 their last regular rate of pay multiplied by 360 hours. ILYM Group determined the percentage value
15 for the Net Settlement Amount as a percentage of the Gross Settlement Amount, and multiplied
16 that percentage value against \$1,500,000.00 to arrive at the “Maximum Allocation for the Waiting
17 Time Penalty Enhancement.” Based on the calculations, the Participating Class Members will
18 receive an estimated average Waiting Time Penalty Enhancement of \$3,963.34, with the estimated
19 highest enhancement being \$5,962.57, and the estimated lowest enhancement being \$2,689.63.

20 19. To determine a Participating Class Member’s Post-Filing Period Allocation, nine
21 percent (9%) of the Net Settlement Amount was allocated to the settlement of the Class Members’
22 claims relating to alleged violations occurring from January 1, 2020 through April 20, 2024. Based
23 on the calculations, the Participating Class Members will receive an estimated average Post-Filing
24 Period Allocation of \$936.67, with the estimated highest allocation being \$1,648.30, and the
25 estimated lowest allocation being \$5.21.

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1 20. To determine Aggrieved Employees' LWDA Fund Distribution, eligible Class
2 Members would receive a proportionate amount based on their number of Class member pay
3 periods¹. Based on the calculations, the Aggrieved Employee will receive an estimated average
4 LWDA Fund Distribution of \$75.52, with the estimated highest distribution being \$170.25, and the
5 estimated lowest distribution being \$0.74.

6 21. To determine a Participating Class Member's Paging Practice Period Allocation,
7 ILYM Group subtracted from the Net Settlement Amount the: (1) Waiting Time Penalty
8 Enhancement; (2) Allocation for Post-Filing Period; and (3) the LWDA Fund Distribution, to arrive
9 at the "allocation for the Paging-Practices Period. ILYM Group allocated a pro-rata portion between
10 the Class Member Workweeks for the Paging-Practices Period except for Engineering Class
11 Member Workweeks, who shall be paid 1.5 times the rate of Class Member Workweeks. Based on
12 the calculations, the Participating Class member will receive an estimated average Paging Practice
13 Period Allocation of \$8,149.58, with the estimated highest allocation being \$16,083.35, and the
14 estimated lowest allocation being \$44.27.

15 22. To determine a Participating Class Member's Gross Individual Settlement Payment,
16 each Class Member's Waiting Time Penalty Enhancement, Post-Filing Period Allocation, LWDA
17 Fund Distribution, and Paging Practice Period Allocation were combined. Based on these
18 calculations, the Participating Class Members will receive an estimated average gross payment of
19 \$7,871.15, with the median gross payment being \$5,350.22, the estimated highest gross payment
20 being \$22,962.09, and the estimated lowest gross payment being \$35.78. The total number of
21 Participating Class Members receiving less than \$10,000.00 is 221; the total number of
22 Participating Class Members receiving between \$10,000.01 and \$15,000.00 is 67; the total
23 number of Participating Class Members receiving between \$15,000.01 and \$20,000.00 is 55;
24 and the total number of Participating Class Members receiving greater than \$20,000.01 is 14.

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EXHIBIT “A”

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

ROBERT WESTFALL, individually and on behalf of all others similarly situated; DAVID ANDERSON; LYNN BOBBY; DAVID ELLINGER,

Plaintiffs,

Richard MARTIN, Individually and on behalf of all others similarly situated,

Plaintiff-Intervenor,

v.

BALL METAL BEVERAGE CONTAINER CORPORATION., a Colorado Corporation, Does 1-20 inclusive,

Defendants.

CASE NO. 2:16-CV-02632-KJM-GGH

CLASS ACTION

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

ATTENTION: ALL CURRENT AND FORMER EMPLOYEES OF BALL METAL BEVERAGE CONTAINER CORPORATION AT ITS FAIRFIELD, CALIFORNIA PLANT AT ANY TIME DURING THE PERIOD BETWEEN SEPTEMBER 7, 2012, AND APRIL 20, 2024, IN THE POSITIONS OF “ELECTRONIC TECHNICIAN,” “MACHINIST/MECHANIC,” AND/OR “MAINTENANCE”; OR WHO WORKED IN NON-EXEMPT POSITIONS IN THE PRODUCTION, ENGINEERING, AND PRODUCTION SUPPORT DEPARTMENTS AT THE FAIRFIELD PLANT.

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO A SETTLEMENT AWARD OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement of the United States District Court of the Eastern District of California entered September 25, 2025, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the United States District Court of the Eastern District of California on behalf of all current and former non-exempt employees by Defendant in California at any time between September 7, 2012, through April 20, 2024 (the “Settlement Class” or the “Class Members”); however, the Settlement Class does not include persons: (1) who previously settled, released or received awards for claims covered by the Settlement; or (2) who submit valid Requests for Exclusion (as explained below).

“Defendant” and “Released Parties” in the Action include (i) BALL METAL BEVERAGE CONTAINER CORPORATION (“Defendant”); each of its respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, co-employers, payroll service providers, staffing agencies, Professional Employer Organizations (“PEO’s”), Administrative Service Organizations (“ASO’s”), insurers, related corporations, and/or privies, both individually and collectively, and any individual or entity which could be jointly liable with Defendant.

You have received this Notice because Defendant’s records indicate you worked as a Class Member during the Class Period (defined below). This notice is to advise you of how you can participate in the Settlement or be excluded from the Settlement.

On September 6, 2016, Plaintiffs Robert Westfall, David E. Anderson, Lynn Bobby, and David Ellinger filed this action, titled *Robert Westfall, et al. v. Ball Metal Beverage Container Corporation, et al.*, in Solano County Superior Court, Case No. FCS047654. Defendant subsequently removed the State Court Action to the United States District Court for the Eastern District of California, thereby initiating the civil action entitled *Westfall v. Ball Metal Beverage Container Corporation*, Case No. 2:16-cv-02632-KJM-GGH. Plaintiffs filed a First Amended Class Action Complaint on April 6, 2017.

Separately, on November 23, 2020, Objector and conditional Plaintiff-in-Intervention Richard Martin filed a separate lawsuit, titled *Martin v. Ball Corporation et al.*, in Solano County Superior Court, Case No. FSC055690. Defendant subsequently removed the State Court Action to the United States District Court for the Eastern District of California, thereby initiating the civil action entitled *Martin v. Ball Corporation, et al.*, Case No. 2:21-cv-01409. Thereafter, on July 12, 2021, Martin filed a First Amended Class Action Complaint in that action. On May 31, 2024, Plaintiffs Westfall, Anderson, Bobby, and Ellinger filed a Second Amended Class Action Complaint in the *Westfall* action, to which Martin conditionally joined, together with the Class claims, and PAGA claims, that had been previously alleged in the *Martin* action. The Class Period is between September 7, 2012, and April 20, 2024 (the “Class Period”).

The Operative *Westfall* Second Amended Complaint alleges causes of action for: (1) California Wages and Overtime violations under Labor Code §§ 510, 1194, 1199; (2) failure to provide meal breaks under Labor Code §§ 226.7 and 512; (3) failure to provide rest breaks under Labor Code § 226.7; (4) violation of Labor Code § 226(a); (5) penalties pursuant to Labor Code § 203; (6) violation of Business & Professions Code § 17200, *et seq.*; (7)-(8) violations of Cal. Lab. Code §§ 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004 “PAGA”), and, in association with “IC spray” practices and procedures, any “regulatory violations,” “general violations,” and “repeat violations” of Cal. Lab. Code §§ 6300 *et seq.*, as defined in 8 C.C.R. § 334, on behalf of Class Members, as alleged in the Second Amended Complaint, from September 7, 2012 through trial. Plaintiffs also seek recovery of alleged damages, penalties, interest, and attorneys’ fees. The “PAGA Period” shall mean the period from July 4, 2015, to April 20, 2024.

Defendant denies all claims and liability, denies that Plaintiffs and the Class Members are entitled to any recovery, and asserts affirmative defenses in response to Plaintiffs’ and Class Members’ claims.

The Action has been actively litigated. There have been on-going investigations, extensive discovery, multiple mediation sessions, and an exchange of extensive documentation and information. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement after their negotiations. Previously, the Plaintiffs and Defendant reached a proposed settlement, to which Objector-Intervenor Martin, and Objector Andre Bernstein, objected on various grounds. Thereafter, Plaintiffs, Objector-Intervenor Martin, Objector-Intervenor Bernstein, and Defendant reached, after extensive negotiations, the class-wide Settlement which Plaintiffs, Objector-Intervenor Martin, Objector-Intervenor Bernstein all support as fair, reasonable, and adequate as to the Class Members. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to expressly deny all allegations and claims and confirms that this Settlement shall not constitute an admission of liability by Defendant.

The Parties have entered into a Joint Stipulation of Class and PAGA Settlement (“Settlement Agreement”), which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you are entitled to participate in the Settlement and object to it or to exclude yourself (“opt out”) from the Settlement.

On April 3, 2024, Ivan Aguirre filed an action entitled *Ivan Aguirre, an individual and on behalf of all others similarly situated vs. Ball Metal Beverage Container Corp et al.* Solano County No. CU24-02471 (“*Aguirre* Class Action”). On July 8, 2024, Ivan Aguirre filed a separate PAGA action entitled *Ivan Aguirre vs. Ball Metal Beverage Container Corp. et al.*, Solano County No. CU24-05147 (“*Aguirre* PAGA Action”). The lawsuits filed by Aguirre allege substantially similar class-action and PAGA claims against the same Defendant. The Settlement in the instant matter will impact the class-action and PAGA claims as alleged in the *Aguirre* lawsuits for the Class Period but will not otherwise affect your rights outside of the Class Period.

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a maximum of \$4,500,000 (“Gross Settlement Amount”), which sum shall include all Settlement Awards for Class Members, Class Counsels’ and Objectors-Intervenors’ attorneys’ fees, Class Counsels’ and Objectors-Intervenors’ litigation expenses and costs, the enhancement award to the Class Representatives and Objectors-Intervenors, \$100,000 allocated to penalties under the PAGA with \$75,000 paid to the California Labor and Workforce Development Agency (“LWDA”) and \$25,000 paid to the Settlement Class, and all Settlement administration expenses, including skiptracing expenses to verify the addresses of the Class Members no longer employed by Defendant (“Maximum Settlement Amount”). The entire Maximum Settlement Amount will be fully paid out.

The net settlement amount will be calculated by deducting Class Counsels’ and Objectors-Intervenors’ attorneys’ fees, Class Counsels’ and Objectors-Intervenors’ litigation expenses and costs, the enhancement award to the Class Representatives and Objectors-Intervenors, the fees and expenses of the Claims Administrator (as well as \$2,685 paid to Kroll in association with the prior attempted settlement), and \$75,000 payable to the LWDA for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of eligible Class Member Work Weeks attributed to Class Members individually during the Class Period as defined by the Settlement. Additionally, as explained further below, eligible Class Members will receive enhanced amounts if: (1) they were employed in an “Engineering” position during the Class Period; and, separately and additionally, if: (2) they separated from Defendant’s employment during the Class Period. Additionally, according to the Settlement, PAGA Members employed during the PAGA Period will be entitled to a pro-rata share of the PAGA Penalties.

This Notice will list for each Class Member the individual Class Member’s estimated Settlement Award assuming all Class Members participate in the Settlement, which amount is based on the Class Member’s applicable percentage of the Net Settlement amount, the number of eligible Class Member Work Weeks attributed to the Class Member individually, whether the Class Member worked in an “Engineering” Position, whether the Class Member separated from employment during the Class Period, and the Class Member’s share of PAGA penalties. The actual Settlement Awards may be more or less than the amount estimated depending on the number of participating Class Members, and on the distributions approved and allocated by the Court.

B. Settlement Formula, and Your Settlement Award

Each Class Member will receive an individual Settlement Award unless they submit a valid and timely Request for Exclusion. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: 30% will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; 70% will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue. Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the Class Period covered by the Settlement.

In addition to the above, the following factors will be determinative of your “Eligible Class Member Share” or “Settlement Award.”

- (a) **Waiting Time Penalty Enhancement:** Class members that have left employment during the Class Period shall receive an award of up to thirty-three percent (33%) of their last regular rate of pay times 360 hours. These class members shall also receive payment as set forth below.
- (b) **PAGA Penalty:** The \$25,000 PAGA penalty paid to the Settlement Class shall be divided equally between all pay periods worked by the Class Members during the PAGA Period.
- (c) **Post-Filing Period Allocation:** For the period after the time when Defendant implemented changes relating to its paging policies, (which period is defined, for purposes of simplifying administration, as January 1, 2020 and thereafter), nine percent (9%) of the Net Settlement Amount shall be divided equally between all workweeks worked by the Class Members during the period between January 1, 2020 through April 20, 2024.
- (d) From the funds that remain of the Net Settlement Amount after payment of the above (such remaining funds constituting the majority of the Net Settlement Amount), those funds shall be

divided between all workweeks worked by the Class Members during the period between September 12, 2012, through December 31, 2019, in the following manner: (1) payments to Class Members for workweeks worked in Engineering positions shall be paid at 1.5 times the amount paid for workweeks worked in any other position; (2) the amounts paid for workweeks worked in Engineering positions between September 12, 2012, through December 31, 2019 shall be equal, with no such workweek paid more than another; and (3) the amounts paid for workweeks worked in non-Engineering positions between September 12, 2012, through December 31, 2019 shall be equal, with no such workweek paid more than another.

- (e) After extensive discussion between Plaintiffs, Objector-Intervenor, and Objector, it was concluded that the allocation above best balances the competing concerns of: (1) fairness of allocation; (2) allocating the settlement in accordance with the estimate value of the various claims; (3) reducing Class Member confusion; (4) reducing the risk of Administrator error; and (5) minimizing administration burdens and costs. The declarations filed with the Court in support of preliminary approval provide an explanation for the allocation, including the explanations as to why different payments are being made for Class Members that have separated during the Class Period; why different payments are being made for the period before December 31, 2019; and why Engineering positions are receiving larger payments for workweeks in the period before December 31, 2019. You can obtain copies of those declarations through a request to Class Counsel or to the Settlement Administrator. Class Counsel can also be contacted for questions you may have regarding such declarations.

Based on Defendants' records, you were awarded «Total_Workweeks» Total Work Weeks and «Total_Engineering_Weeks» Engineering Work Weeks. As such, your estimated Settlement Share is \$«Total_Estimated_Gross_Settlement_Amount».

D. Resolution of Settlement Award Disputes

If a Class Member disputes the accuracy of Defendant's records as to the number of workweeks worked during the Class Period, any documentation supporting such dispute must be submitted to the Claims Administrator and postmarked or actually received via facsimile or email by the Claims Administrator before **March 9, 2026**, which is 45 calendar days from the date this Notice was mailed to all Class Members. Defendants' records, and any additional evidence, will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. All disputes regarding settlement award amounts will be resolved and decided by the Claims Administrator, and the Claims Administrator's decision on all disputes will be final and binding.

E. Release of Claims

The Joint Stipulation of Class and PAGA Settlement between Plaintiffs/Class Members and Defendant contains a release which releases Defendant and the Released Parties from any and all claims, debts, liabilities, demands, penalties, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of any nature under any state, federal or local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including claims alleged pursuant to California Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 225.5 (as derivative of 216), 226, 226.3, 226.7, 227.3, failure to pay all sick time owed and at the regular rate of pay under § 246 *et seq.*, 256, 500, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1175, 1182.11, 1182.12, 1185, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.* (i.e., PAGA), 3289; as well as, to the extent predicated on "regulatory violations," "general violations," or "repeat violations" associated with "IC spray" practices and procedures, Labor Code §§ 6300, *et seq.* (OSHA Standards), California Industrial Commission Wage Orders, the federal Fair Labor Standards Act, and the California Business and Professions Code sections 17200, *et seq.*; as well as all claims for or related to alleged unpaid wages, minimum wages, overtime or double time wages (at the regular rate of pay), bonus pay (at the regular rate of pay), regular rate of pay claims generally, off-the-clock work (at the regular rate of pay), timely payment of wages during employment and at separation, sick pay (at the regular rate of pay), vested but unused vacation pay (at the regular rate of pay), meal periods and meal period premiums (at the regular rate of pay), rest periods and rest period premiums (at the regular rate of pay), claims for inaccurate wage statements, as well as derivative claims alleging unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from September 7, 2012, through April 20, 2024. The aforementioned claims shall be referred to as the "Released Claims."

F. Enhancement Award for the Class Representative

Subject to approval by the Court, the Class Representatives, and Objectors–Intervenors, will each receive an Enhancement Award not to exceed \$10,000. This payment will be made for service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel’s costs or paying Defendant’s attorneys’ fees and costs for an unsuccessful outcome in the Action, as well as for providing certain releases that were required by Defendant.

G. Attorneys’ Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, and as part of the Gross Settlement Amount, Defendant agrees to pay Class Counsel’s attorneys’ fees and costs, and Objectors–Intervenors Counsel’s attorneys’ fees and costs, to be set by the Court, not to exceed one-third of the Maximum Settlement Amount which equals \$1,500,000, and attorneys’ costs not to exceed \$45,000, subject to approval by the Court. Class Counsel and Objectors–Intervenors Counsel have asked the Court to approve attorneys’ fees in the amount of \$1,500,000, or one third of the Maximum Settlement Amount. Class Counsel and Objectors–Intervenors Counsel attorneys’ fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participate in the Settlement

To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as referenced in this Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section II.E. above. If your address has changed, you must notify the Settlement Administrator. The Settlement Administrator’s contact information is listed below in Section III.D.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by submitting a timely written request to the Claims Administrator stating you have received this notice of the Settlement, decided not to participate in the Settlement, and want to be excluded from the Settlement, or words to that effect (“Request for Exclusion”). Your Request for Exclusion must also state your full name, address, date of birth, and the dates you worked for Defendant as a Class Member in California. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, facsimile or email, or the equivalent, to the Settlement Administrator. The Settlement Administrator’s contact information is listed below in Section III.D.

The Request for Exclusion must be postmarked or received via facsimile or email no later than **March 9, 2026**. If you submit a Request for Exclusion which is not postmarked or received via facsimile or email by **March 9, 2026**, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. If you submit the Request for Exclusion via email, the email must be addressed to **claims@ilymgroup.com**, must be sent no later than 11:59 p.m. on **March 9, 2026**, and, in addition to including all the information required for submitting a Request for Exclusion, the email must also include the words “opt out” or “request for exclusion” in the subject line.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall receive no Settlement Award or benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at the excluding Class Member’s own expense, may pursue any claims the excluding Class Member may have against the Released Parties.

Individuals otherwise meeting the definition of Class Members who exclude themselves from the class and who were employed during the PAGA Period nonetheless shall still receive a payment for the amount of each such individual’s estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release. PAGA Members may not opt-out or object to the

C. Objection to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must timely submit a written objection to the Settlement Administrator. The Settlement Administrator’s contact information is listed below in Section III.D.

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates you were employed in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be sent to the Claims Administrator and must be postmarked or received via facsimile or email no later than **March 9, 2026**. If you submit the objection via email, the email must be addressed to **claims@ilymgroup.com**, must be sent no later than 11:59 p.m. on **March 9, 2026**, and, in addition to including all the information required for submitting an objection, the email must also include the words “objection” in the subject line. **DO NOT TELEPHONE THE COURT.**

If you choose to submit an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the United States District Court Eastern District of California and deliver copies to the Claims Administrator and each of the attorneys listed below. Such Entry of Appearance must be filed with the Court and delivered to the above Claims Administrator no later than 45 days after the Claims Administrator mails the Notice to Class Members. You will then continue as a Settlement Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. Additionally, you will be required to certify whether the objection is being made in the interest of the class and/or the identity of any interests being represented by the objection.

D. How to Contact the Settlement Administrator

The Settlement Administrator’s contact information is as follows:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Facsimile: (888) 845-6185
Email: claims@ilymgroup.com
Website: www.ilymgroup.com/WestfallvBallMetalBeverage

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though the Settlement never occurred and without prejudice to any Party.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final hearing in the United States District Court Eastern District of California, located at 501 I St # 4200, Sacramento, CA 95814, on **May 4, 2026**, at **1:30 p.m.** in Courtroom 4, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel’s request for Attorneys’ Fees and Costs and the Enhancement Awards to be paid to the Class Representatives.

The Final Approval Hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing unless you wish to object to the Settlement.

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed “Joint Stipulation of Class and PAGA Settlement” which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation of Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court Eastern District of California, located at 501 I St # 4200, Sacramento, CA 95814.

If you want additional information about this lawsuit and its proceedings, you can also contact Class Counsel in this matter:

Matthew R. Eason, Esq.
EASON & TAMBORNINI, ALC
1234 H Street
Sacramento, CA 95814
(916) 438-1819
Matthew@capcityLaw.com

Timothy B. Del Castillo, Esq.
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
(916) 245-0122
tdc@castleemploymentlaw.com

If you want additional information about the bonus-related overtime claims and Cal-OSHA claims, and the prior objection to the initial settlement, you can contact counsel for Objectors-Intervenors:

BLADY WORKFORCE LAW GROUP LLP
I. Benjamin Blady
5757 Wilshire Boulevard, Suite 535
Los Angeles, CA 90036
Phone: (323) 933-1352
Email: bblady@bwlawgroup.com

LESCHEs LAW
Levi Lesches
5757 Wilshire Boulevard, Suite 535
Los Angeles, CA 90036
Phone: (323) 900-0580
Email: levi@lescheslaw.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT.**

BY ORDER OF THE UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA

Westfall, et al. v. Ball Metal Beverage Container Corporation
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYM_ID QR Code»

ILYM ID: «ilym_id» «PC»
«first_name» «last_name»
«Address»
«City», «state» «Zip_Code»