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14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16
17 **FOR THE COUNTY OF ALAMEDA**

18 AMELIA PERRYMAN, on behalf of herself,
19 all others similarly situated,

20 Plaintiff,

21 v.

22 LUSH COSMETICS LLC., a Delaware
23 limited liability company; and DOES 1
24 through 50, inclusive,

25 Defendants.

Case No. RG19008535

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

Date: December 12, 2024
Time: 10:00 a.m.

Judge: Hon. Michael Markman
Dept.: 23

1 I, Nathalie Hernandez, 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 *Perryman*
6 *v. Lush Cosmetics, LLC* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 and would testify competently to such facts.

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

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

26 4. On July 17, 2024, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On August 7, 2024 ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, associate ID, social security number, last known mailing
3 address, employment dates, class workweeks, and PAGA pay periods for each Settlement Class
4 Member. The data file was uploaded to our database and checked for duplicates and other possible
5 discrepancies. The Class List contained 4,783 Class Members with 222,648 workweeks and 3,554
6 Aggrieved Employees.

7 6. As part of the preparation for mailing, all 4,783 Class Members and 3,554
8 Aggrieved Employee names and addresses contained in the Class List were then processed against
9 the National Change of Address (“NCOA”) database, maintained by the United States Postal
10 Service (“USPS”), for purposes of updating and confirming the mailing addresses of the
11 Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested
12 change of addresses filed with the USPS. To the extent that an updated address was found in the
13 NCOA database, the updated address was used for the mailing of the Notice Packet. To the extent
14 that no updated address was found in the NCOA database, the original address provided by
15 Counsel for Defendants was used for the mailing of the Notice Packet.

16 7. On August 22, 2024, the Notice Packet was mailed, via U.S First Class Mail, to all
17 5,673 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
18 copy of the mailed Notice Packet.

19 8. As of the date of this declaration, 950 Notice Packets have been returned to our
20 office as undeliverable. ILYM Group performed a computerized skip trace on the 950 returned
21 Notice Packets that did not have a forwarding address, in an effort to obtain an updated address
22 for purpose of re-mailing the Notice Packet. As a result of this skip trace, 641 updated addresses
23 were obtained and the Notice Packets were promptly re-mailed to those Settlement Class
24 Members, via U.S First Class Mail.

25 9. As of the date of this declaration, a total of 641 Notice Packets have been re-mailed.
26 Specifically, 641 have been re-mailed as a result of ILYM Group’s skip tracing efforts

27 10. As of the date of this declaration, a total of 312 Notice Packets have been deemed
28 undeliverable. Specifically, 312 have been deemed undeliverable as no updated address was found

1 notwithstanding the skip tracing.

2 11. As of the date of this declaration, ILYM Group has not received any requests for
3 exclusion. The deadline to request exclusion from the Settlement was October 7, 2024.

4 12. As of the date of this declaration, ILYM Group has not received any objections to
5 the Settlement. The deadline to file an objection to the Settlement was October 7, 2024.

6 13. As of the date of this declaration, ILYM Group will report a total of 4,783
7 Participating Class Members, representing 100% of the 4,783 Settlement Class Members and
8 3,554 Aggrieved Employees, representing 100% of the 3,554 Aggrieved Employees.

9 14. Participating Class Members will receive a proportional share of the Net Settlement
10 Fund through individual settlement payments, based on the number of workweeks worked by Class
11 Members during the Class Period. The Net Settlement Fund is the amount remaining after
12 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
13 and Litigation Costs, the Class Representative Enhancement Award, Settlement Administration
14 Fees to ILYM Group, LWDA, and the Aggrieved Employees allocation, e.g.,

| | | |
|----|--|------------------------|
| 15 | Gross Settlement Fund | \$ 1,800,000.00 |
| 16 | Class Counsel Fees | \$ 599,999.99 |
| 17 | Class Counsel Litigation Costs | \$ 45,000.00 |
| 18 | Enhancement Award – Amelia Perryman | \$ 10,000.00 |
| 19 | Administration Fees | \$ 29,400.00 |
| 20 | LWDA | \$ 15,000.00 |
| 21 | Aggrieved Employees | \$ 5,000.00 |
| 22 | Net Settlement Fund (estimated) | \$ 1,095,600.01 |

23 To determine a Participating Claimant's individual settlement award payment, the Net Settlement
24 Fund will be divided by the total number of workweeks worked by all Settlement Class Members
25 during the Class Period, multiplied by the number of workweeks worked by that Participating Class
26 Member. Based on these calculations, the Participating Class Members will receive an estimated
27 average gross payment of \$193.13, with the estimated highest gross payment being \$1,909.26.

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15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$29,400.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 4th day of November 2024, at Tustin, California.

Nathalie Hernandez
NATHALIE HERNANDEZ

EXHIBIT “A”

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

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 Lush Handmade Cosmetics LLC (referred to as “Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Amelia Perryman (“Plaintiff”), and seeks payment of: (1) back wages and other relief for a class of all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees during the Class Period (February 27, 2015, to July 29, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all employees of Defendant who were employed as hourly non-exempt employees in California during the PAGA Period (February 26, 2018, to July 23, 2024) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Class_Estimated_Settlement_Amount» (less withholding) and your Individual PAGA Payment is estimated to be \$«PAGA_Estimated_Settlement_Amount».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Total_Class_Weeks»** during the Class Period and **you worked «Total_PAGA_Pay_Periods» pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice for more information.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class 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 certain wage and hour claims that may have arisen during the Class Period against Defendant.
- (2) Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing that you want to opt-out. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue certain wage and hour claims that may have arisen during the Class Period against Defendant, and, if you are an Aggrieved Employee, you would receive an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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| You Don't Have to Do Anything to Participate in the Settlement. | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if you worked during the PAGA Period). In exchange, you will give up your right to assert certain wage and hour claims against Defendant that are covered by this Settlement (the "Class Released Claims," defined below). |
| You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out deadline is: October 7, 2024 | <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 Class Payment, but you would retain your right to assert certain wage and hour claims that may have arisen during the Class Period against Defendant. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice for more information.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue certain PAGA claims (the "PAGA Released Claims," defined below).</p> |
| Participating Class Members Can Object to the Class Settlement. Written Objections Must be Submitted by: October 7, 2024 | <p>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 to 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 for more information.</p> <p>You cannot object to the PAGA portion of the proposed Settlement.</p> |
| Participating Class Members Can Participate in the Final Approval Hearing. | If you do not opt-out of the Class Settlement, you can choose to attend the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on December 12, 2024. You don't have to attend the Final Approval Hearing, 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 for more information. |
| You Can Challenge the Calculation of Your Workweeks/Pay Periods. | The amount of your Individual Class 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 |

| | |
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| <p>Written Challenges Must be Submitted by: October 7, 2024</p> | <p>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’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by October 7, 2024. See Section 4 of this Notice for more information.</p> |
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant who worked in California. The Action alleges that Defendant violated California labor laws by failing to pay all hourly wages, failing to pay all wages due upon termination, failing to issue accurate itemized wage statements, failing to reimburse for business expenses, and failing to provide meal periods and rest breaks. 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, Shaun Setareh of Setareh Law Group (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired two experienced, neutral mediators in an effort to resolve the Action by negotiating an end to the case by agreement (settling the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the 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 whether to grant final approval of the Settlement (“Final Approval Hearing”).

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

1. Defendant Will Pay \$1,800,000 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the third-party Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$599,999.99 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$45,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$29,400 to the Administrator for services administering the Settlement.
- D. Up to \$20,000 for PAGA Penalties, with 75% of the amount issued to the LWDA and 25% of the amount issued to Aggrieved Employees as Individual PAGA Payments based on the number of pay periods worked during the PAGA Period.

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 number of workweeks worked during the Class Period.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant asked the Court to approve an allocation of 8% of each Individual Class Payment to taxable wages ("Wage Portion") and 92% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies transmitted to the *cy pres* recipient, Legal Aid Society of San Mateo.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than October 7, 2024, 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 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 certain wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert certain PAGA claims against Defendant. See Section 3 (10) below.

- 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court

will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void - meaning that Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over workweeks or pay periods, 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 (“Class Released Claims”). After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for allegations in the operative complaint resolved by this Settlement.

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

Except as to such rights or claims as may be created by this Settlement, each Participating Class Member shall fully, finally, and forever settle, compromise, and discharge all disputes, causes of action, or claims asserted in the operative Complaint in this Action. In order to achieve a full and complete release of Defendant, Plaintiff, on behalf of herself and each Participating Class Member, acknowledges that this Settlement is intended to include in its effect a full release of all claims and/or causes of action asserted in the operative Complaint under any federal, state or local law, Industrial Welfare Commission Wage Order, or administrative order, including but not limited to the failure to pay all wages owed (minimum wages and/or overtime compensation), the failure to provide timely, uninterrupted meal periods (or meal period premiums in lieu thereof), the failure to provide timely, uninterrupted paid rest periods (or rest period premiums in lieu thereof), the failure to indemnify necessary business expenses, and any other claims whatsoever that were alleged in the operative Complaint including without limitation claims for restitution and other equitable relief under Business and Professions Code § 17200 et seq., attorneys’ fees, costs and interest, arising from their work for Defendant in California during the Class Period. This release for Class Members does not include any non-wage and hour claims, such as claims for vested benefits, wrongful termination, claims for violation of the Fair Employment and Housing Act, for unemployment insurance benefits or disability insurance benefits, or workers compensation benefits, or PAGA claims (unless the Class Member worked for Defendant during the PAGA Period and is also releasing his or her claim for PAGA penalties). Class Members also are not releasing any claims based on facts occurring outside of the Class Period (unless the Class Member worked for Defendant during the PAGA Period and is also releasing his or her claim for PAGA penalties).

10. Aggrieved Employees’ PAGA Release (“PAGA Released Claims”). After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its related entities based on the PAGA Period facts alleged in the PAGA notice and resolved by this Settlement.

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

[F]or all Class Members who worked for Defendant in California at any time during the PAGA Period (including any Non-Participating Class Members), on the Effective Date of this Agreement, each shall fully release all claims and/or causes of action for civil penalties (and associated attorneys’ fees, costs,

and interest) under the PAGA that are based on the allegations in the PAGA Notice arising during their work for Defendant in California during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 (25% of the \$20,000 allocated towards the PAGA claims) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until October 7, 2024, to challenge the number of workweeks and/or pay periods credited to you. You can submit your challenge by sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks and/or pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and/or pay period challenges. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees.
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).

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 *Perryman v. Lush*, and include your identifying information (full name, address, telephone number). **The Administrator must be sent your request to be excluded by October 7, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and

litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. You can also view documents on the Administrator's Website.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 7, 2024.** 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 *Perryman v. Lush* and include your name, current address, telephone number and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on December 12, 2024, at 10:00 a.m. in Department 23 of the Alameda Superior Court, located at 1225 Fallon Street, Oakland CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). 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 beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff 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 www.ilymgroup.com/lushcosmetics. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

Class Counsel:
Shaun Setareh
SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430
Beverly Hills, California 90212
(310)888-7771

Settlement Administrator:

ILYM Group Inc.

Email Address: 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, then you will have no way to recover the money.

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.