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*Attorneys for Plaintiffs NANCY ARELLANO,
and KRYSTEN STEPHANIE ESTRADA,
individually and on behalf of all others similarly situated*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

NANCY ARELLANO and KRYSTEN
STEPHANIE ESTRADA, individuals and class
representatives on behalf of themselves and all
similarly situated non-exempt former and current
employees,

Plaintiffs,

vs.

INTELLIGENT SCM LLC dba AMERICAN
WORLDWIDE AGENCIES, a New Jersey
Limited Liability Company; GRAHAM
BURFORD, an individual; and DOES 1 through
100, inclusive,

Defendants.

Case No: 24STCV06422
Hon.: HON. CAROLYN B. KUHL
Dept.: 12 (SSC)

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: August 7, 2026
Hearing Time: 11:00 AM
Hearing Dept.: 12

Complaint Filed: March 14, 2024

1 On August 7, 2026 the Honorable Carolyn B. Kuhl considered Plaintiffs NANCY
2 ARELLANO and KRYSTEN STEPHANIE ESTRADA (“Plaintiffs”) Motion for Preliminary
3 Approval of Class Action and PAGA Settlement (“Approval Motion”), Declarations of Shoham J.
4 Solouki, Esq., Plaintiff Arellano, Plaintiff Estrada, and the Settlement Administrator; the
5 AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT (“Settlement
6 Agreement”); COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
7 HEARING DATE FOR FINAL COURT APPROVAL (“Class Notice” or “Notice Packet”); and
8 other documents submitted in support of the Approval Motion.

9 Having considered the Approval Motion, the accompanying declarations, and all
10 supporting legal authorities and documents, the Court orders as follows:

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court grants preliminary approval of the Settlement Agreement between
13 Plaintiffs and Defendant Intelligent SCM LLC (“Defendant”).

14 2. This Order incorporates by reference the definitions in the Settlement Agreement,
15 attached as **Exhibit A** to the Declaration of Shoham. J. Solouki, and all terms defined therein shall
16 have the same meaning in this Order as set forth in the Settlement Agreement.

17 3. For settlement purposes only, the Court provisionally certifies the following
18 Settlement Class: “all persons who worked for Defendant in California as hourly, non-exempt
19 employees at any time from March 14, 2020 through June 30, 2026.”

20 4. The Court preliminarily appoints named Plaintiffs NANCY ARELLANO and
21 KRYSTEN STEPHANIE ESTRADA as Class Representatives.

22 5. The Court preliminarily appoints Grant Joseph Savoy and Shoham J. Solouki of
23 Solouki | Savoy, LLP as Class Counsel. For purposes of these settlement proceedings, the Court
24 finds Plaintiffs’ Counsel adequate, competent, and capable of performing their responsibilities as
25 Class Counsel.

26 6. The Court preliminarily approves the proposed class Settlement upon the terms and
27 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
28 Settlement appears to be within the range of reasonableness of settlement that the Court could

1 ultimately grant final approval. It appears to the Court, on a preliminary basis, that the Settlement
2 amount is fair, adequate, and reasonable as to all potential Class members when balanced against
3 the probable outcome of further litigation relating to liability and damages issues. It further
4 appears that the Parties have conducted extensive and costly investigation and research, such that
5 counsel for the Parties are reasonably able to evaluate their respective positions at this time. It
6 further appears to the Court that the Settlement will avoid the Parties incurring substantial
7 additional costs, as well as the delay and risks that further prosecution of the Action would
8 present. It further appears that the Settlement has been reached as the result of intensive, non-
9 collusive, arm's-length negotiations utilizing an experienced mediator. Preliminary approval is not
10 a final finding that the Settlement Agreement is fair, reasonable, and adequate. Instead, the Court
11 has determined that reasonable cause exists to submit the proposed Settlement Agreement to
12 Settlement Class Members and to hold a hearing on the fairness of the proposed settlement and on
13 final approval of the settlement ("Final Approval Hearing"), and ultimately approve the
14 Settlement.

15 7. The Court approves, as to form and content, the proposed Class Notice attached as
16 **Exhibit A** to the ^{Amended} Settlement Agreement and to this order also as **Exhibit A**. These materials
17 (a) provide the best practicable notice; (b) are reasonably calculated, under the circumstances, to
18 apprise Settlement Class Members of the pendency of the action, the terms of the proposed
19 settlement, and of their right to appear, object to, or exclude themselves from the proposed
20 settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all persons
21 entitled to receive notice; and (d) comply fully with the requirements of the California Rules of
22 Court, the California Code of Civil Procedure, the California Civil Code, the Constitution of the
23 State of California, the United States Constitution, and any other applicable law.

24 8. The Court directs the mailing of the Class Notice by first-class mail to the Class
25 Members in accordance with the schedule and procedures set forth in the Settlement Agreement.
26 The Court finds that the dissemination of the Class Notice set forth in the Settlement Agreement
27 complies with the requirements of due process of law and appears to be the best notice practicable
28 under the circumstances.

1 9. The Court hereby preliminarily approves the definition and disposition of the Gross
2 Settlement Amount of \$185,787.00, which is inclusive of payment of attorney fees
3 not to exceed \$60,000.00 which is approximately 32.3 percent of the Gross
4 Settlement Amount; Class Counsel Fees Payment not to exceed \$20,000.00; cost of
5 Settlement Administration not to exceed \$4,700.00; Class Representative Service
6 Payments not to exceed \$15,000.00 (\$7,500.00 to each Plaintiff), and PAGA civil
7 penalties in the amount of \$10,000.00. Defendant shall pay the employer's share of
8 payroll taxes on the portion of the Gross Settlement Amount payable to Settlement
9 Class Members as wages, in addition to the Gross Settlement Amount.

10 10. The Court appoints ILYM Group Class Action Administration as the Settlement
11 Administrator and approves payment of Settlement Administration costs, not to exceed \$4,700.00,
12 out of the Gross Settlement Amount for services to be rendered on behalf of the Class. The
13 Settlement Administrator shall prepare and submit to Class Counsel and Defendant's Counsel a
14 declaration attesting to the completion of the notice process as set forth in the Settlement
15 Agreement, including an explanation of efforts to resend any Class Notice returned undeliverable
16 and the total number of opt-outs and objections received before and after the deadline.

17 11. The Court directs Defendant to provide the Settlement Administrator with the
18 "Class Data" for Class Members providing the following information: name, last known mailing
19 address, , last known telephone number, social security number, and the total number of
20 workweeks in California as a nonexempt employee during the Class Period. Defendant shall
21 provide the "Class Data" as referenced herein to the Settlement Administrator in accordance with
22 the procedure and deadlines set forth in the Settlement Agreement within twenty-one (21) calendar
23 days of this Order.

24 12. The Settlement Administrator shall use the National Change of Address database
25 (U.S. Postal Service) to check for updated addresses for Class Members and shall then mail, via
26 first class U.S. mail, the Class Notice to Class Members as approved in paragraph 3 herein, in
27 accordance with the procedure and deadlines set forth in the Settlement Agreement. The
28 Settlement Administrator shall mail the Notice within forty-five (45) days of receipt of the Class

1 Data and Information for the Class. The deadline by which Class Members may dispute the
2 number of workweeks, opt-out or object shall be forty-five (45) days from the date of the
3 Settlement Administrator's mailing of the Class Notice. Any Class Member who desires to be
4 excluded from the Settlement must timely mail his or her written request for exclusion in
5 accordance with the Class Notice. All such persons who properly and timely exclude themselves
6 from the Settlement shall not be Class Members and shall have no rights with respect to the
7 settlement, no interest in the settlement proceeds, and no standing to object to the proposed
8 settlement.

9 13. The deadline for filing objections to any of the terms of the Settlement shall be
10 forty-five (45) days from the Settlement Administrator's mailing of the Class Notice. Any Class
11 Member who wishes to object to the Settlement must either serve a written objection on the
12 Settlement Administrator or appear at the Final Approval hearing to object. The Settlement
13 Administrator will email a copy of any written objections to Class Counsel and counsel for
14 Defendant. Class Counsel will file any objections with the Court. The objection should set forth,
15 in a clear and concise manner, the factual and legal basis for the objection. Class Members who
16 fail to object in the manner specified above still have the right to appear in Court at the Final
17 Approval Hearing to state his or her objections. Any Class Member who fails to make his or her
18 objection in the manner provided for in this Order shall be deemed to have waived such objection
19 and shall forever be foreclosed from making any objection to or appeal of the fairness,
20 reasonableness or adequacy of the Settlement as incorporated in the Settlement Agreement, or to
21 the award of attorney fees, costs, or incentive award to class representative.

22 14. All papers filed in support of Final Approval, including supporting documents for
23 attorney fees and costs shall be filed sixteen (16) court days before the Final Approval Hearing.

24 15. Class Counsel and Counsel for Defendant shall file any responses to any written
25 objections submitted to the Court in accordance with the time frame set forth in the Settlement
26 Agreement.

27 16. A Final Approval hearing shall be held with the Court on Jan 28, 2027 at 10:30 am
28 _____, ~~2026, at~~
~~_____ a.m./p.m.~~, in Department 12 of the Superior Court of California County of Los Angeles,

1 312 North Spring Street, Los Angeles, CA 90012, to determine (1) whether the proposed
2 settlement is fair, reasonable, and adequate and should be finally approved by the Court and (2)
3 the amount of attorney fees and costs to award Class Counsel. The Settlement Administrator shall
4 provide Notice of any continuance of the Final Approval hearing to any Class Members who have
5 submitted an objection to the Settlement.

6 17. Pending the Final Approval Hearing, Plaintiffs and all Class Members and anyone
7 acting on behalf of any Class Member, until the Class Member opts out, are enjoined from:
8 further prosecution of the Action; filing, or taking any action directly or indirectly, to commence,
9 prosecute, pursue or participate on a class action basis any action, claim or proceeding against
10 Delta in any forum in which any of the claims subject to the Settlement are asserted, or which in
11 any way would prevent any such claims from being extinguished; or seeking certification of a
12 class action that involves any such claims

13 18. In the event the Settlement does not become effective in accordance with the terms
14 of the Settlement, or the Settlement is not finally approved, or is terminated, cancelled or fails to
15 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
16 and the Parties shall revert to their respective positions as of the commencement of the Action.
17 The Parties will be free to assert any claim or defense that could have been asserted at the outset of
18 the Action.

19 19. Class Counsel and Counsel for Defendant are authorized to establish other means
20 necessary to effectuate the terms of the Settlement Agreement.

21 **IT IS SO ORDERED.**

22 08/07/2026

23 DATED: _____



Carolyn B. Kuhl

24 Carolyn B. Kuhl / Judge
HON. CAROLYN B. KUHL
Judge of the Superior Court

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1 **EXHIBIT “A”**

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

4 ***Nancy Arellano et al. v. Intelligent SCM LLC, et al.***
5 **Superior Court of the State of California, County of Los Angeles**
6 **Case No. 24STCV06422**

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

9 **You may be eligible to receive money** from an employee class action and representative
10 lawsuit (“Action”) against Intelligent SCM LLC. The Action was filed by two former ISCM
11 employees (“Plaintiffs”) and seeks (1) monetary relief for a class of current and former non-
12 exempt hourly employees who worked for Intelligent SCM LLC in the State of California at any
time from March 14, 2020 through June 30, 2026; and (2) civil penalties under the California
Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for
Intelligent SCM LLC in the State of California during the PAGA Period from March 18, 2023
through June 30, 2026 (“Aggrieved Employees”). For the purposes of this Notice, Intelligent SCM
LLC shall be referred to here as the “Company.”

13 As used herein, “Class Period” means from March 14, 2020 through June 30, 2026.

14 As used herein, “PAGA Period” means the period from March 18, 2023 through June 30,
15 2026.

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

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

23 The above estimates are based on the Company’s records showing that **you worked**
24 **[REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the
25 PAGA Period. If you believe that you worked more workweeks during the Class Period and/or
26 pay periods during the PAGA Period, you can submit a challenge by the deadline date. See
Section 4 of this Notice.

27 The Court has already preliminarily approved the proposed Settlement and approved this
28 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
affected whether you act or do not act. Read this notice carefully. You will be deemed to have
carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to

1 finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and
2 Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment
3 that requires the Company to make payments under the Settlement and requires Class Members
and Aggrieved Employees to give up their rights to assert certain claims against the Company.

4 If you worked for the Company during the Class Period and/or the PAGA Period, you have
5 two basic options under the Settlement:

- 6 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
7 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.
8 As a Participating Class Member, though, you will give up your right to assert Class
9 Period wage claims and PAGA Period penalty claims against the Company.
- 10 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement
11 (opt-out) by submitting the written Request for Exclusion or otherwise notifying the
12 Administrator in writing. If you opt-out of the Settlement, you will not receive an
Individual Class Payment. You will, however, preserve your right to personally pursue
Class Period wage claims against the Company, and, if you are a PAGA Member,
remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA
portion of the proposed Settlement.

13 **The Company will not retaliate against you for any actions you take with respect to the**
14 **proposed Settlement.**

15 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

16 You Don't Have to Do 17 Anything to 18 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 any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (<u>Released Claims</u>).
19 You Can Opt-out of 20 the Class Settlement 21 but not the PAGA 22 Settlement 23 The Opt-out Deadline 24 is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
25 Participating Class 26 Members Can Object 27 to the Class Settlement 28 but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members.

[REDACTED]	You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks in which you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Company employees. The Action accuses the Company of violating California labor laws by failing to pay overtime wages, minimum wages, and wages due upon termination and during employment, failing to reimburse business expenses, failing to provide meal periods, rest periods, and accurate itemized wage statements, and failing to maintain required records. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.). Plaintiffs are represented by attorneys in the Action: Shoham J. Solouki and Grant Joseph Savoy from Solouki | Savoy, LLP ("Class Counsel").

The Company strongly denies violating any laws whatsoever or failing to pay any wages whatsoever, and contends that at all times it fully complied with all applicable laws.

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

So far, the Court has made no determination whether the Company or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and the Company 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, Plaintiffs and the Company 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, the Company does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company 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 Final Approval.

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

1. The Company Will Pay \$185,787.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, the Company will fund the Gross Settlement not more than 60 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$60,000.00 (approximately 32.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$15,000.00 to Plaintiffs 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 Plaintiffs will receive other than Plaintiffs' Individual Class Payment, and any Individual PAGA Payment.

C. Up to \$4,700.00 to the Administrator for services administering the Settlement.

D. 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 Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and the Company are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages

1 (“Wage Portion”), 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion
2 is subject to withholdings and will be reported on IRS W-2 Forms. The Company will
3 separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA
4 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.

- 5 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
6 Class Payments and Individual PAGA Payments will show the date when the check
7 expires (the void date). If you don’t cash it by the void date, your check will be
8 automatically cancelled, and the monies will be deposited with the California Controller’s
9 Unclaimed Property Fund in your name. If the monies represented by your check is sent to
10 the Controller’s Unclaimed Property, you should consult the rules of the Fund for
11 instructions on how to retrieve your money.
- 12 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
13 Participating Class Member, participating fully in the Class Settlement, unless you notify
14 the Administrator in writing, not later than [REDACTED], that you wish to opt-out.
15 The easiest way to notify the Administrator is to send a written and signed Request for
16 Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion
17 should be a letter from a Class Member or his/her representative setting forth a Class
18 Member’s name, present address, telephone number, and a simple statement electing to be
19 excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class
20 Members) will not receive Individual Class Payments, but will preserve their rights to
21 personally pursue wage and hour claims against the Company.
- 22 7. You cannot opt-out or object to any portion of the PAGA portion of the Settlement. Class
23 Members who exclude themselves from the Class Settlement (Non-Participating Class
24 Members) remain eligible for Individual PAGA Payments and are required to give up their
25 right to assert PAGA claims against the Company based on the PAGA Period facts alleged
26 in the Action.
- 27 8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible
28 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.
Plaintiffs and the Company have agreed that, in either case, the Settlement will be void: the
Company will not pay any money and Class Members will not release any claims against
the Company.
9. 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.
10. Participating Class Members’ Release. After the Judgment is final and the Company has
fully funded the Gross Settlement (and separately paid all employer payroll taxes),

1 Participating Class Members will be legally barred from asserting any of the claims
2 released under the Settlement. This means that unless you opted out by validly excluding
3 yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other
lawsuit against the Company or related entities for the Class Released Claims (defined
below).

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

5 All Participating Class Members, on behalf of themselves and their respective former and
6 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
7 release Graham Burford, ISCM, and ISCM's parent corporations, affiliates, subsidiaries,
8 divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and
9 former employees, attorneys, officers, directors, any other authorized representatives, and
10 agents thereof, both individually and in their business capacities, and their employee
11 benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of
such plans and programs, both individually and in their business capacities from all claims
12 that were alleged, or reasonably could have been alleged, based on the facts and claims
alleged in the Operative Complaint, and ascertained in the course of the Action, including
13 the following claims for violation of: California Labor Code sections 200, 201, 202, 203,
204, 204.1, 204.2, 210, 218.5, 218.6, 226, 226.3, 226.7, 226.8, 246, 350, 351, 403, 404,
14 510, 512, 516, 558, 558.1, 1021.5, 1102.5, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2,
1197, 1197.1, 1198, 1198.5, 2800, 2802, California Industrial Commission Wage Orders,
15 and Business and Professions Code sections 17200 et seq., and including all claims for
unpaid wages, overtime or double time wages, minimum wages, liquidated damages,
16 penalties pursuant to the claims listed above, interest, attorneys' fees, costs, injunctive
relief, restitution, and any other equitable relief in California statutes, ordinances,
17 regulations, common law, or other source of law at any time during the Class Period
(collectively "Released Class Claims").

- 18 11. Aggrieved Employees' Release of PAGA Claims. After the Court's judgment is final,
19 Plaintiffs and all Aggrieved Employees are deemed to release, on behalf of themselves and
20 their respective former and present representatives, agents, attorneys, heirs, administrators,
successors, and assigns, the Released Parties from all claims for PAGA penalties that were
21 alleged, or reasonably could have been alleged, based on the facts and claims alleged in the
Operative Complaint in the Action and/or PAGA Notices, and any amendments thereto,
22 including without limitation, for violation of: California Labor Code sections 200, 201,
202, 203, 204, 204.1, 204.2, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 246, 350,
23 351, 403, 404, 510, 512, 516, 558, 558.1, 1021.5, 1102.5, 1174, 1174.5, 1182, 1182.12,
1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2698, et seq., 2699 et seq.,
24 California Industrial Commission Wage Orders, and Business and Professions Code
sections 17200 et seq. and including all claims for unpaid wages, overtime or double time
25 wages, minimum wages, meal periods and meal period premiums, rest periods and rest
period premiums, timely payment of wages during employment and at separation, interest,
26 fees, costs, as well as all other claims and allegations alleged in the PAGA Notices,
Operative Complaint, or Action, during the PAGA Period (collectively "Released PAGA
27 Claims").

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

- 2 1. Individual Class Payments. The Administrator will calculate Individual Class Payments by
- 3 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
- 4 Participating Class Members, and (b) multiplying the result by the number of Workweeks
- 5 worked by each individual Participating Class Member.
- 6 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments
- 7 by (a) dividing \$2,500.0 by the total number of PAGA Pay Periods worked by all
- 8 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods
- 9 worked by each individual Aggrieved Employee.
- 10 3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during
- 11 the Class Period and the number of PAGA Pay Periods you worked during the PAGA
- 12 Period, as recorded in the Company's records, are stated in the first page of this Notice.
- 13 You have until [REDACTED] to challenge the number of Workweeks and/or PAGA
- 14 Pay Periods credited to you. You can submit your challenge by signing and sending a letter
- 15 to the Administrator via mail. Section 9 of this Notice has the Administrator's contact
- 16 information.

17 You need to support your challenge by sending copies of pay stubs or other records. The

18 Administrator will accept the Company's calculation of Workweeks and/or PAGA Pay

19 Periods based on the Company's records as accurate unless you send copies of records

20 containing contrary information. You should send copies rather than originals because the

21 documents will not be returned to you. The Administrator will resolve Workweek and/or

22 PAGA Pay Period challenges based on your submission and on input from Class Counsel

23 (who will advocate on behalf of Participating Class Members) and the Company's

24 Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its

25 final decision.

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

- 19 1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to
- 20 every Participating Class Member (i.e., every Class Member who doesn't opt-out)
- 21 including those who also qualify as Aggrieved Employees. The single check will combine
- 22 the Individual Class Payment and the Individual PAGA Payment.
- 23 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single
- 24 Individual PAGA Payment check to every PAGA Member who opts out of the Class
- 25 Settlement (i.e., every Non-Participating Class Member).

26 **Your check will be sent to the same address as this Notice. If you change your address, be**

27 **sure to notify the Administrator as soon as possible. Section 9 of this Notice has the**

28 **Administrator's contact information.**

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

2 Submit a written and signed letter with your name, present address, telephone number, and a
3 simple statement that you do not want to participate in the Settlement. The Administrator will
4 exclude you based on any writing communicating your request be excluded. Be sure to personally
5 sign your request, identify the Action as *Nancy Arellano v. Intelligent SCM LLC, et al.*, and
6 include your identifying information (full name, address, telephone number, approximate dates of
7 employment, and social security number for verification purposes). You must make the request
8 yourself. If someone else makes the request for you, it will not be valid. **The Administrator must
9 be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the
10 Notice has the Administrator's contact information. Class Members who worked during the
11 PAGA Period that submit a valid Request for Exclusion will still be deemed Aggrieved
12 Employees, will still receive their Individual PAGA Payments, and will be bound by the Released
13 PAGA Claims.

14 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

15 Only Participating Class Members have the right to object to the Settlement. Before deciding
16 whether to object, you may wish to see what Plaintiffs and the Company are asking the Court to
17 approve. At least sixteen (16) court days before the Final Approval Hearing, Class Counsel and/or
18 Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the
19 reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and
20 Service Award stating (i) the amount Class Counsel is requesting as Class Representative Service
21 Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of
22 this Notice) will send you copies of these documents at no cost to you. You can also view them on
23 the Court's website [https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-](https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access)
24 information/cp/os-civil-case-access. Class Members who worked during the PAGA Period are not
25 permitted to object to the Released PAGA Claims or any portion of the Settlement pertaining to
26 the Released PAGA Claims.

27 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
28 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
29 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
30 Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the
31 Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why
32 you object, and any facts that support your objection. Make sure you identify the Action as *Nancy
33 Arellano v. Intelligent SCM LLC, et al.* and include your name, current address, telephone number,
34 and approximate dates of employment for the Company and sign the objection. Section 9 of this
35 Notice has the Administrator's contact information.

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

1 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

2 You can, but don't have to, attend the Final Approval Hearing on [(date)] at [(time)] in
3 Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los
4 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the
5 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and
6 the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense
7 Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally
8 or virtually via LACourtConnect (<https://lacc.lacourt.org/>). Check the Court's website for the most
9 current information.

10 It's possible the Court will reschedule the Final Approval Hearing. You should contact the
11 Administrator or Class Counsel to verify the date and time of the Final Approval Hearing.

12 **9. HOW CAN I GET MORE INFORMATION?**

13 The Agreement sets forth everything the Company and Plaintiffs have promised to do under the
14 proposed Settlement. You can call Class Counsel or the Administrator using the contact
15 information listed below, or consult the Superior Court website by going to
16 ([https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-](https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access)
17 access) and entering the Case Number for the Action, Case No. 24STCV06422. You can also
18 make an appointment to personally review court documents in the Clerk's Office at the Stanley
19 Mosk Courthouse by calling (213) 830-0800.

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

22 The contact information for the Settlement Administrator is as follows:

23 ILYM Group, Inc.
24 [REDACTED]

25 The addresses for the Parties' Counsel are as follows:

Class Counsel	Defense Counsel
Shoham J. Solouki Grant Joseph Savoy Solouki Savoy, LLP 316 W. 2nd Street, Suite 1200 Los Angeles, California 90012 Tel.: (213) 814-4940 E-Mail: shoham@soloukisavoy.com E-Mail: grant@soloukisavoy.com	Andrea F. Oxman Peter M. Waneis Randi K. Tolbert JACKSON LEWIS P.C. 725 S. Figueroa St., Suite 2800 Los Angeles, California 90017 Tel.: (213) 689-0404 E-Mail: Andrea.Oxman@jacksonlewis.com E-Mail: Peter.Waneis@jacksonlewis.com E-Mail: Randi.Tolbert@jacksonlewis.com

1 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

2 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as
3 long as you request a replacement before the void date on the face of the original check. If your
4 check is already void you should consult the Unclaimed Property Fund for instructions on how to
 retrieve the funds.

5 **11. WHAT IF I CHANGE MY ADDRESS?**

6 To receive your check, you should immediately notify the Administrator if you move or otherwise
7 change your mailing address.

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