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

Auxaviair Carter v. Medlab2020, Inc., Orange County Superior Court Case No. 30-2022-01247444

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 and PAGA action lawsuit ("Action") against Defendant Medlab2020, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Defendant's former employee Auxaviair Carter ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly-paid, non-exempt employees ("Class Members") who worked for Defendant in California during the Class Period (September 3, 2017 to March 28, 2024 and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly paid, non-exempt employees who worked for Defendant in California during the PAGA Period (September 3, 2020 to March 28, 2024) ("Aggrieved Employees").

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

Based on Defendant's records, and the Parties' current assumptions, your Class Settlement Payment is estimated to be <<\$MERGED\_ClassAward>> (less withholding), and your PAGA Settlement Payment is estimated to be <<\$MERGED\_PAGAAward>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your PAGA Settlement Payment, then according to Defendant's records you are not eligible for an PAGA Settlement 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 << MERGED\_ClassWW>> workweeks** during the Class Period and you worked << MERGED\_PAGAPP>> pay periods during the PAGA Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. 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 and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Class Settlement Payment and/or an PAGA Settlement Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against 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. If you opt out of the Settlement, you will not receive a Class Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for a PAGA Settlement Payment. You cannot opt-out of the PAGA portion of the proposed Settlement. Any Class Member may request to be excluded from the Class by mailing a "Request for Exclusion" from the Settlement within the Response Deadline, stating, as follows or in substantially similar terms: "I WISH TO BE EXCLUDED FROM THE CLASS IN THE CARTER V. MEDLAB2020, INC. CLASS ACTION LAWSUIT, ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2022-01247444-CU-OE-CXC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY SHARE OF THE PAGA PAYMENT." Any Request for Exclusion must include the name, address, telephone number, last four digits of the Class Member's Social Security Number, and the signature of the Class Member requesting exclusion. The Request for Exclusion should be mailed to the Settlement Administrator: ILYM Group, Inc., 14751 Plaza Dr., Ste J, Tustin, CA 92780. Any such request must be made in accordance with the terms of the Notice, and the Notice will advise Class Members of these requirements. In the case of re-mailed Notice, the Request for Exclusion Deadline will be 46 days after the date of the re-mailed Notice. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this

Settlement other than a right to receive a pro-rata share of the portion of the PAGA payment allocated to the Class Members if the Class Member is also PAGA Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in Paragraph 26(j); and (iii) shall not be bound by this Settlement or the Court's Order and Final Judgment other than as it applies to the PAGA Claim.

(3) 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

You Don't Have to Do	If you do nothing, you will be a Participating Class Member, eligible for an Class Settlement Payment
Anything to Participate in	and an PAGA Settlement Payment (if any). In exchange, you will give up your right to assert the wage
the Settlement	claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement
Class Settlement but not	by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-
the PAGA Settlement	Participating Class Member and no longer eligible for a Class Settlement Payment. Non-Participating
	Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is	, r
June 17, 2024.	You cannot opt out of the PAGA portion of the proposed Settlement. Defendant must pay PAGA
0 202	Settlement Payments to all Aggrieved Employees and the Aggrieved Employees must give up their
	rights to pursue Released Claims (defined below).
Participating Class	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the
Members Can Object to	proposed Settlement. The Court's decision on whether to finally approve the Settlement will include a
the Class Settlement but	determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf
not the PAGA Settlement	of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but
W''' Ol' '' M	every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class
Written Objections Must	Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are
be Submitted by June 17,	unreasonable. See Section 7 of this Notice.
2024.	
You Can Participate in	The Court's Final Approval Hearing is scheduled to take place on November 15, 2024. You don't have
the November 15, 2024,	to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own
Final Approval Hearing	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.
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You Can Challenge the	The amount of your Class Settlement Payment and PAGA Settlement Payment (if any) depends on how
Calculation of Your Class	many workweeks you worked at least one day during the Class Period and how many workweeks you
Workweeks/PAGA	worked at least one day during the PAGA Period, respectively. The number Covered Workweeks and
Workweeks	PAGA workweeks 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 June 17, 2024. See
Written Challenges Must	Section 4 of this Notice.
be Submitted by June 17,	
2024.	

# 1. WHAT IS THE ACTION ABOUT?

Plaintiff is Defendant's former employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime and double overtime wages, minimum wages, and wages due upon termination, and failing to provide meal periods, rest breaks, accurate itemized wage statements, and unreimbursed business expenses. 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: Justin F. Marquez, Christina M. Le, and Zachary D. Greenberg of Wilshire Law Firm, PLC ("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 an experienced mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, 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) 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. <u>Defendant Will Pay \$394,739.21 as the Gross Settlement Amount (Gross Settlement)</u>. Defendant 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 Class Settlement Payments, PAGA Settlement payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses and penalties to be paid to the Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 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. <u>Court Approved Deductions from Gross Settlement.</u> 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 \$131,579.74 (33 1/3% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
  - B. Up to \$5,000.00 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 Class Settlement Payment and any PAGA Settlement Payment.
  - C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
  - D. Up to \$15,000.00 for PAGA Penalties that are allocated to the LWDA.

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

- 3. <u>Net Settlement Distributed to Class Members</u>. 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 Settlement Class Payments to Participating Class Members based on their Covered Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33 1/3% of each Settlement Class Payment to taxable wages ("Wage Portion"), 66 2/3% 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 Settlement Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Settlement 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 Settlement Class Payments and PAGA Settlement 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 canceled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").
- 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 [date], 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 [date] "Response Deadline." "Response Deadline" means the date sixty (60) days after the Settlement Administrator initially mails the Notice to Settlement Class Members ("Notice") and the last date on which Settlement Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be 46 days after the date of the re-mailed Notice. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against 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 PAGA Settlement Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant. Please take note that the Response Deadline to submit a request for exclusion or written objection means the date sixty (60) days after the Settlement Administrator initially mails the Notice and the last date on which Settlement Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be 46 days after the date of the re-mailed Notice.
- 8. <u>Administrator.</u> 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.
- 9. <u>Class Members' Release.</u> Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

The Class Members will be bound by the following release:

Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, 2802, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order, and FLSA ("Released Claims"); and

2) as to any Class Member who cashes their Settlement Payment, the Settlement Administrator shall include language on the Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing all claims arising under the Fair Labor Standards Act that are alleged in the Action or related to the claims stated or that could have been stated in the Action, implicitly or explicitly.

10. <u>Aggrieved Employees' PAGA Release</u>. All Class Members, including all Aggrieved Employees, release the PAGA portion of the Settlement, regardless of whether they have requested exclusion from the Settlement as to Class claims.

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

- 1. <u>Settlement Class Payments.</u> The Administrator will calculate Class Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. The Court may review the Administrator's decisions on disputes. The Response Deadline to submit a dispute is sixty (60) days after the Settlement Administrator initially mails the Notice to Settlement Class Members ("Notice") and the last date on which Settlement Class Members may submit a dispute to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be 46 days after the date of the remailed Notice.
- 2. <u>PAGA Settlement Payments.</u> The Administrator will calculate PAGA Settlement Payments by (a) dividing \$15,000.00 by the total number of PAGA Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Workweeks worked by each individual Aggrieved Employee.
- 3. Workweek Challenges. The number of Covered Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until June 17, 2024. to challenge the number of Covered Workweeks and/or PAGA Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Covered Workweeks and/or PAGA Workweeks 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 resolveCovered and/or PAGA Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision. The Court may review the Administrator's decisions on disputes.

## 5. HOW WILL I GET PAID?

- 1. <u>Participating Class Members.</u> The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the PAGA Settlement Payment.
- 2. <u>Non-Participating Class Members.</u> The Administrator will send, by U.S. mail, a single PAGA Settlement 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 *Auxaviair Carter v. Medlab2020, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by June 17, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

The Response Deadline to submit a request for exclusion or written objection to the Settlement is sixty (60) days after the Settlement Administrator initially mails the Notice to Settlement Class Members ("Notice"). In the case of a re-mailed Notice, the Response Deadline will be 46 days after the date of the re-mailed Notice.

#### 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 [insert] days before the [date] 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. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website https://ilymgroup.com/Medlab2020 or the Court's website https://civilwebshopping.occourts.org/Search.do#searchAnchor.

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 June 17, 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, *Auxaviair Carter v. Medlab2020, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

The Response Deadline to submit a request for exclusion or written objection to the Settlement is sixty (60) days after the Settlement Administrator initially mails the Notice to Settlement Class Members ("Notice"). In the case of a re-mailed Notice, the Response Deadline will be 46 days after the date of the re-mailed Notice.

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 [date] at [time] in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via remote appearance (see https://www.occourts.org/general-information/remote-appearance-information and https://acikiosk.azurewebsites.us/advisement?dept=CX103. 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 <a href="https://ilymgroup.com/Medlab2020">https://ilymgroup.com/Medlab2020</a> 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 the Administrators website

https://ilymgroup.com/Medlab2020. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to

https://civilwebshopping.occourts.org/Search.do#searchAnchor and entering the Case Number for the Action, Case No. 30-2022-01247444-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center Courthouse by calling (657) 622-6878.

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

Class Counsel:

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# <u>Settlement Administrator</u>:

IYLM Group, Inc.

Email: claims@ilymgroup.com

P.O. Box 2031 Tustin, CA 92781

Telephone: (888) 250-6810 Fax Number: (888) 845-6185

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

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you 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.