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FILED
Superior Court of California
County of Los Angeles

06/18/2025

David W. Styrba, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF LOS ANGELES COUNTY**

BRIAN GENTRY, on behalf of himself and
others similarly situated

Plaintiff,

v.

ADVANTIS MEDICAL STAFFING, LLC;
and DOES 1-20, inclusive

Defendants.

Case No.: 24STCV29855

*Assigned for All Purposes to Hon. William F.
Highberger; Dept. 10*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL TO CLASS
ACTION SETTLEMENT**

Action Filed: November 13, 2024

Trial Date: Not Set

1 The Court has before it Plaintiff Brian Gentry's ("Plaintiff") Unopposed Motion for
2 Preliminary Approval of Class Action Settlement with Defendant Advantis Medical Staffing, LLC
3 ("Defendant"). Unless otherwise specified, all capitalized terms in this Order shall have the same
4 meaning ascribed to them in the Class Action Settlement Agreement ("Settlement" or "Agreement").

5 The Court hereby finds and ORDERS as follows:

6 1. The Court grants preliminary approval to the Settlement. The Settlement falls within
7 the range of possible approval as fair, adequate and reasonable, and appears to be the product of
8 arm's-length and informed negotiations and to treat all Class Members fairly. Continued litigation
9 would have been expensive for both sides. The Parties acknowledge that litigating and trying this
10 action may have resulted in delay of any recovery, involved significant risk as to liability and
11 certification, and led to possible appeals. Class Counsel received the relevant information for the
12 Class. Plaintiff has adequately demonstrated that the Settlement did not occur until Plaintiff and Class
13 Counsel possessed sufficient information to evaluate the case and make an informed decision about
14 settlement. The Settlement sets out the terms upon which Defendant will settle all claims which have
15 been brought against it in this matter.

16 2. The Court finds on a preliminary basis that the allocation of funds in settlement for
17 releasing the Released Parties from the Released Class Claims falls within the range of
18 reasonableness and therefore meets the requirements for preliminary approval. The Court
19 preliminarily accepts the parties' definition of the Class, for settlement purposes only, which is as
20 follows:

21 All of Defendant's non-exempt employees who were assigned to work at any facility
22 inside California from November 13, 2020 through March 14, 2025, excluding those
23 who signed an arbitration agreement.

24 3. The Court conditionally certifies and approves, for settlement purposes only, and
25 without prejudice to any Party's rights to support or oppose class certification should the Settlement
26 not receive final approval by this Court, the Class described in this Order, the Motion for Preliminary
27 Approval, and the Agreement.

28 4. The Court appoints, for settlement purposes only, Plaintiff Brian Gentry as the Class
Representative.

1 5. The Court appoints, for settlement purposes only, Ashkan Shakouri of Shakouri
2 Law Firm as counsel for the Class ("Class Counsel").

3 6. The Parties shall retain the services of ILYM Group, Inc. for the administration of
4 the Settlement, and said entity is hereby appointed Administrator.

5 7. As described in the Agreement, Defendant shall provide the Administrator with the
6 Class Data, as specified in the Agreement, no later than 28 calendar days after the date of entry of
7 this Order. As described in the Agreement, by no later than 14 calendar days after receiving the Class
8 Data, the Administrator shall provide notice of settlement ("Class Notice"), attached hereto as
9 Exhibit A, to all Class Members by first class U.S. mail to their last known address according to the
10 information that Defendant will provide to the Administrator pursuant to the Agreement. The Class
11 Notice shall substantively be in the form lodged as Exhibit A to the Settlement Agreement. The Court
12 finds that the content and schedule of the mailings discussed in this Order meet the requirements of
13 due process, provide the best notice practicable, and will constitute sufficient notice to Class
14 Members.

15 8. Class Members may exclude themselves from the Class, relinquishing their rights
16 to their Individual Class Payments by sending to the Administrator by U.S. mail a written "Request
17 for Exclusion," as described in the Class Notice. Pursuant to the terms of the Agreement, all Class
18 Members will be bound by the Agreement and its release unless they timely file a proper Request
19 for Exclusion. A Class Member who opts out of the Settlement will not release his or her claims
20 pursuant to the Agreement.

21 9. Any Class Member who has not opted out and believes that the Settlement should
22 not be finally approved by the Court for any reason may object to the Settlement. Class Members'
23 written objections to the Administrator must be mailed not later than 45 days after the Administrator
24 mails the Class Notice to them. Class Members may also appear in person or through an attorney, if
25 they so desire, at the Final Approval Hearing to make their objection orally, regardless of whether
26 they have submitted written objections to the Settlement.

27 10. The Court sets a Hearing on Final Approval for FEBRUARY 1, 2017, at
28 10:00 a.m. ~~7:00 a.m.~~ /p.m. in Department 10 of the Superior Court of the State of California,

1 County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA 90012. Plaintiff must file
2 a Motion for Final Approval of the Settlement, including any Application for Class Counsel Fees
3 Payment, Litigation Expenses and Class Representative Service Payment, with this Court 16 court
4 days before said hearing. The Court reserves the right to continue the date of the Final Approval
5 Hearing without further notice to Class Members.

6 11. All further proceedings in this action will be stayed except such proceedings
7 necessary to review, approve, and implement this Settlement.

8 12. Neither this Order nor the Agreement, nor any of their terms or provisions, nor any
9 of the negotiations or proceedings connected with them, shall be construed as an admission or
10 concession by Defendant of the truth of any of the allegations in this litigation, or of any liability,
11 fault, or wrongdoing of any kind.

12 13. In the event: (i) the Court does not finally approve the Settlement in a manner
13 contemplated by the Agreement; (ii) the Court does not enter a Final Approval Order and Judgment,
14 as contemplated by the Settlement, which becomes final as a result of the occurrence of the Effective
15 Date (as that term is defined by the Settlement); or (iii) the Settlement does not become final for any
16 other reason, the Settlement and any related Class shall be null and void and any order or judgment
17 entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning.
18 In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to
19 their respective statuses as of the date and time immediately prior to the execution of the Settlement,
20 and the Parties shall proceed in all respects as if no Class had been certified and the Settlement
21 Agreement had not been executed.

22 14. Neither the Settlement, preliminarily approved or not, nor any exhibit, document, or
23 instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the
24 negotiation, execution or implementation of the Settlement, shall be admissible in evidence for any
25 reason, except as provided in the Settlement or to enforce the releases contained therein. The Court
26 has made no findings on the merits and Defendant has denied the allegations in the operative
27 complaint.

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15. The Court hereby grants preliminary approval of the Settlement as of the date of this Order.

IT IS SO ORDERED.

Dated: 06/18/2025



HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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

Gentry v. Advantis Medical Staffing, LLC

Case No. 24STCV29855

***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 Advantis Medical Staffing, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by former employee Brian Gentry ("Plaintiff") and seeks payment of back wages and other relief for a class of non-exempt employees who were assigned to work at any facility inside California ("Class Members") during the Class Period (November 13, 2020 through March 14, 2025), excluding those who signed an arbitration agreement.

The proposed Settlement Is a Class Settlement requiring Defendant to fund Individual Class Payments.

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding).** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that you **worked _____ workweeks** during the Class 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 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 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. As a Participating Class Member, though, you will give up your right to assert Class Period wage 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 an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant.

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 Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement The Opt-out Deadline is _____	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.
Participating Class Members Can Object to the Class 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 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.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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 Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay for all hours worked, failing to pay overtime and minimum wage, wages due upon termination and reimbursable expenses, failing to provide meal periods, rest breaks and accurate itemized wage statements, committing unfair business practices, and breach of contract. Plaintiff is represented by attorneys in the Action: Shakouri Law Firm (“Class Counsel”).

Defendant strongly denies violating any laws, failing to pay any wages, failing to provide any meal periods, rest breaks or accurate itemized wage statements, committing any unfair business practices, or breaching contracts. Defendant 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 engaged in settlement negotiations in an effort to resolve the Action by negotiating an end to 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. 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. Defendant Will Pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement). 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 Individual Class Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 28 days after the Judgment entered by the Court become 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 100,000 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
- C. Up to \$5,000 to the Administrator for services administering the Settlement.

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

- 3. Net Settlement Amount 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 Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to non-wages, expense reimbursement, and interest ("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 Administrator will report 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 will show the date when the check expires (the "Void Date"). If you don't cash it by the Void Date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 _____, 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 wage and hour claims against Defendant.
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.
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, 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. After the Judgment is final and Defendant has fully funded the Gross Settlement, 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 claims based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action, including but not limited, to claims for (1) failure to pay for all hours worked, (2) failure to pay minimum wage, (3) failure to pay overtime, (4) breach of contract, (5) failure to authorize and/or permit meal breaks, (6) failure to authorize and/or permit rest breaks, (7) failure to reimburse necessary business expenditures, (8) failure to furnish accurate and complete wage statements, (9) waiting time penalties, and (10) unfair

business practices, as well as any and all wage and hour claims that were asserted or could have been asserted based on the factual allegations contained in the Operative Complaint, through the Class Period, including, but not limited to, any and all claims for unpaid wages, , statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or statutory penalties, and any and all claims or potential claims for lost wages, attorneys' fees and costs and interest, through the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class 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, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks. 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 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 resolve 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.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

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 *Gentry v. Advantis Medical Staffing, LLC*, 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 _____, 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 Payment 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 Payment. 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 _____ (url) _____.

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 Payment 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 _____.** 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 *Gentry v. Advantis Medical Staffing, LLC* 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.

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 _____ at (time) in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 LACourtConnect (<https://www.lacourt.org/lacc/>). 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 the Administrator's website at _____. 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24STCV29855. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Ashkan Shakouri, Esq.
SHAKOURI LAW FIRM
401 Wilshire Blvd., 12th Floor
Santa Monica, California 90401
ash@shakourilawfirm.com
Telephone: (424) 252-4711

Settlement Administrator:

ILYM Group, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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