

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL (“NOTICE”)**

If you were a non-exempt employee of First Class Nurses, Inc. (“FCN”) who worked for FCN at the Centinela Hospital Medical Center in Inglewood, California at any time during December 27, 2017 to March 1, 2023, you could get a payment from a class and PAGA action settlement of claims asserted in *Ordon a et al v. First Class Nurses, Inc. et al* (Case No: 30-2021-01238237).

- The settlement will provide \$260,000.00 to pay and settle claims of qualified individuals. The Settlement has two main parts: settlement of class action claims (“Class Settlement”), and a settlement of PAGA claims (“PAGA Settlement”).
- To qualify for the Class Settlement: You must have been a non-exempt employee of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during 12/27/2017 to 3/1/2023. Your estimated pre-tax Class Settlement payment is \$«**Estimated_Class_Payment**» (prior to the deduction of taxes). Payments for the Class Settlement are based on the number of your eligible workweeks during the period of 12/27/2017 to 3/1/2023. FCN’s records show that you have «**FP_Class_Estimated_WW_**» eligible workweeks for the Class Settlement (also known as “Class Workweeks”). If you believe that you worked more workweeks during 12/27/2017 to 3/1/2023, you can submit a challenge by the deadline date.
- To qualify for the PAGA Settlement: You must have been a non-exempt employee of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during 12/24/2020 to 3/1/2023. Your estimated PAGA settlement payment is \$«**Estimated_PAGA_Payment**» (if this amount is zero dollars, it means that records show you do not have any eligible pay periods for the PAGA Settlement). Payments for the PAGA Settlement are based on the number of your eligible pay periods during the period of 12/24/2020 to 3/1/2023. FCN’s records show that you have «**PAGA_Pay_Periods**» eligible pay periods for the PAGA Settlement (also known as “PAGA Pay Periods”). If you believe that you worked more pay periods during 12/24/2020 to 3/1/2023, you can submit a challenge by the deadline date.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Eligible to get a settlement payment mailed automatically to you from the Class Settlement and if, applicable, from the PAGA Settlement. In exchange for the payment, you will give up your right to assert the claims that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
EXCLUDE YOURSELF (OPT-OUT) FROM THE CLASS	Not eligible to get a settlement payment from the Class Settlement. You cannot opt-out of the PAGA Settlement. If you are eligible for a payment under the PAGA Settlement, Defendants must make this payment.
OBJECT TO THE CLASS SETTLEMENT	You may make a written objection as to why you don’t believe the Class Settlement is fair - but only if you do not opt-out of the Class Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I get this notice package?

You may have been a non-exempt employee of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during December 27, 2017 to March 1, 2023. The Court authorized this notice to be sent to you because you have a right to know about a proposed settlement of a class action and PAGA action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals, if any, are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of California, County of Orange, and the case is known as *Ordon et al v. First Class Nurses, Inc. et al*, Case No. 30-2021-01238237. The people who sued – Joanabelle Pizarro Ordon and Takeya Rideout - are called Plaintiffs, and the company they sued, FCN, and individuals Amgad Wahba and Ramy Wahba are called the Defendants.

2. What is this lawsuit about?

The lawsuit Plaintiffs brought on a class action basis claims that Defendants did not pay proper and timely wages and business reimbursements, did not provide compliant wage statements, meal and rest breaks, and engaged in unfair competition. The lawsuit also claims that FCN's employment agreements (including those titled "Contract Agreement," and "Travel Assignment Agreement") contain unlawful language pertaining to liquidated damages, non-disclosure/confidentiality, and non-competition. The lawsuit asks for a variety of remedies including that damages and penalties be paid, and the defective language in the employment contracts be declared illegal and unenforceable, and removed. The lawsuit also claims, on a PAGA action basis, that civil penalties under the California Private Attorneys General Act ("PAGA") be paid to certain persons (for settlement purposes, those persons are referred to as Aggrieved Employees). Defendants deny they did anything wrong.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Plaintiffs Joanabelle Pizarro Ordon and Takeya Rideout), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Superior Court Judge Lon F. Hurwitz is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement of both class claims and PAGA claims. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representatives and the attorneys think the settlement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member and/or Aggrieved Employee.

5. How do I know if I am part of the settlement?

Judge Hurwitz decided that everyone who fits this description is a Class Member eligible to participate in the Class Settlement: *All non-exempt employees of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during December 27, 2017 to March 1, 2023.*

Judge Hurwitz decided that everyone who fits this description is an Aggrieved Employee eligible to participate in the PAGA Settlement: *All non-exempt employees of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during December 24, 2020 to March 1, 2023.*

The time period you worked for FCN as a non-exempt employee at Centinela Hospital Medical Center in Inglewood, California determines whether you are (i) both a Class Member and an Aggrieved Employee, or (ii) only a Class Member. To meet the description of both a Class Member and an Aggrieved Employee, you had to have worked at some point between December 24, 2020 to March 1, 2023. To meet the description of only a Class Member, you had to have worked only at some point between December 27, 2017 and December 23, 2020.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling the administrator of the settlement (contact information is listed in Question 24). You may visit www.ilymgroup.com/firstclassnurses for more information. You may also contact Class Counsel (contact information is listed in Question 24).

THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET PAYMENT

7. What does the settlement provide?

As a result of the Settlement, Defendants have agreed to:

- **Make a Monetary Payment:** Defendants will pay \$260,000.00 to resolve claims on behalf of participating Class Members and Aggrieved Employees;
- **Cease All Enforcements of and Not Receive any Monies for Liquidated Damages Provisions:** Defendants will cease all enforcements of liquidated damages provisions (including those in employment contracts). Defendants will also cease all collection proceedings and will not receive any monies for liquidated damages. This binds not only Defendants but also Released Parties and assignees, attorney or collection firms.
- **Make Policy Changes:** FCN will make changes to certain wage policies and employment agreements. Defendants agree that Class Representatives and Class Counsel were a catalyst for the changes, including:
 - elimination of the liquidated damages provision in employment contracts (including as it relates to repayment of training/orientation costs)
 - modification of the confidentiality provision in employment contracts to make it clear that rates of pay can be discussed and disclosed; and
 - modification of non-competition language in employment contracts.

From the \$260,000.00 that Defendants have committed to pay, participating Class Members and Aggrieved Employees will be paid from the amount that remains after the following allotted amounts: (a) payment to the administrator for settlement administration (expected to not exceed \$6,000.00); (b) payment of penalties under the PAGA to the LWDA (\$3,750.00 allocated); (c) payments to Class Representatives Joanabelle Pizarro Ordon and Takeya Rideout for their service in bringing and resolving the settlement claims, and also for their broad release of claims (\$10,000.00 allocated to each of them); and (d) payment of attorney's fees to the attorney representing the Class and Aggrieved Employees in the matter (which is currently anticipated to be \$104,000.00 in fees based on a \$260,000.00 settlement sum), and costs (which is expected to not exceed \$15,000.00). Under the Settlement, Defendants are responsible for paying, in addition to the \$260,000.00 settlement amount, employer-side payroll taxes on the settlement amount allocated as settlement of wage claims.

8. How Much Will My Payment Be?

The first page of this Notice provides an estimate of the payment. Your share of the Settlement will depend on whether you are (i) a Class Member and an Aggrieved Employee or (ii) only a Class Member. Here's how it works:

Class Member: A Class Member's share of the Class Settlement is called an Individual Class Payment. The payment is based on the amount available to all Class Members and is proportional to the number of your eligible workweeks as it relates to the total number of eligible workweeks for all Class Members. More specifically, under the Class Settlement, the administrator will calculate your share of the Settlement by (a) dividing the amount available to Class Members (the allocated Net Settlement Amount is estimated to be \$110,000.00) by the total number of eligible workweeks for all Class Members during December 27, 2017 to March 1, 2023, and (b) multiplying the result by your number of eligible workweeks as a Class Member during December 27, 2017 to March 1, 2023. The number of eligible workweeks that FCN's records show for you is identified on page 1 of this Notice.

Note that 20% of an Individual Class Payment will be allocated to settlement of wage claims and are subject to tax withholding and will be reported on an IRS W-2 Form. As noted in Question 7, Defendants are paying the employer-side of payroll taxes (but not employee-side) on this payment. 80% of an Individual Class Payment will be allocated to settlement of claims for interest and penalties and are not subject to tax withholdings, and will be reported on an IRS 1099 Form.

Aggrieved Employee: An Aggrieved Employee's share of the PAGA Settlement is called an Individual PAGA Payment. The payment is based on the amount available to all Aggrieved Employees and is proportional to the number of your eligible pay periods as it relates to the total number of eligible pay periods for all Aggrieved Employees. More specifically, under the PAGA Settlement, the administrator will calculate your share of the Settlement by (a) dividing the amount available to Aggrieved Employees (the allocated amount is \$1,250.00) by the total number of eligible pay periods for all Aggrieved Employees during December 24, 2020 to March 1, 2023 and (b) multiplying the result by your number of eligible pay periods during December 24, 2020 to March 1, 2023. The number of eligible pay periods that FCN's records shows or you is identified on page 1 of this Notice. Note that 100% of the PAGA Payment will be allocated to settlement of claims penalties and are not subject to wage withholdings, and will be reported on an IRS 1099 Form.

If you are both a Class Member and an Aggrieved Employee, you are eligible for both an Individual Class Payment and an Individual PAGA Payment as discussed above.

9. How do I challenge the number of workweeks and/or pay periods allocated to me?

The number of Class Workweeks you worked during December 27, 2017 to March 1, 2023, and the number of PAGA Pay Periods you worked during the December 24, 2020 to March 1, 2023 (if applicable), as recorded in FCN's records, are stated on page 1 of this Notice.

You have until **May 7, 2024** to challenge the number of Class Workweeks and/or PAGA Pay Periods allocated to you. You may challenge the allocation by contacting the administrator via fax, email or mail. The administrator's contact information is listed in Question 24. If your Notice is remailed after having been returned to the Administrator as undeliverable, the Administrator will inform you in writing of an extended deadline with the re-mailed Notice.

You are encouraged to submit documentation to the administrator supporting your challenge. In the absence of any contrary documentation, the administrator may presume that workweeks and pay periods allocated to you are correct so long as they are consistent with the information provided to the administrator by FCN. The administrator's determination of workweek and pay period allocation are final and not appealable or otherwise susceptible to challenge.

10. When would I get my payment?

The Court will hold a hearing on **July 12, 2024**, (the "Fairness Hearing"), to decide whether to approve the settlement. If Judge Hurwitz approves the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

11. What am I giving up to get a payment?

What you are giving up depends on whether you get payment for (i) the Class Settlement only, or (ii) for the Class Settlement and the PAGA Settlement. If you are participating in both the Class Settlement and the PAGA Settlement, you will giving up the legal claims under both "Released Class Claims" and "Released PAGA Claims."

- **Class Settlement** - Unless you exclude yourself, you are staying in the Class and participating in the Class Settlement and will be known as a Participating Class Member, and that means that to get a payment, you can't sue, continue to sue, or be part of any other lawsuit about the legal issues included in the Class Settlement. The description below of "Released Class Claims" describes exactly the legal claims that you give up if you get a settlement payment through the Class Settlement.
- **Description of Released Class Claims** - You release the Released Parties from Released Class Claims during the period of December 27, 2017 to March 1, 2023. Released Class Claims means: all claims, demands, rights, liabilities and causes of action that were asserted in the settled lawsuit that Plaintiffs filed and/or that could have been asserted based on the factual allegations in the settled lawsuit, including any all claims of:
 - (i) unpaid overtime;

- (ii) unpaid meal period premiums;
- (iii) unpaid or improperly paid rest period premiums;
- (iv) unpaid minimum wage;
- (v) final wages not timely paid;
- (vi) non-compliant wage statements;
- (vii) unreimbursed business expenses;
- (viii) claims relating to defects in employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”) pertaining to liquidated damages, non-disclosure, and non-compete provisions as alleged in the settled lawsuit; (but excluding claims for or relating to the enforcement of and/or collection matters of employment agreements including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”) and
- (ix) unfair competition claim under California Business and Professions Code section 17200 with respect to items (i) – (viii).

Released Class Claims does not include and specifically excludes claims for PAGA penalties, wrongful termination, social security, unemployment insurance, vested benefits, violation of the Fair Employment and Housing Act, disability, workers’ compensation, claims outside of December 27, 2017 to March 1, 2023, claims based on facts occurring outside of December 27, 2017 to March 1, 2023, and claims for or relating to the enforcement of and/or collection matters of the employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”).

- **PAGA Settlement** - In connection with getting payment in connection with the PAGA Settlement, you can’t sue, continue to sue, or be part of any other lawsuit about the legal issues included in the PAGA Settlement. The description below of “Released PAGA Claims” describes exactly the legal claims that you give up in conjunction with getting a payment for civil penalties under the PAGA through the PAGA Settlement.

Description of Released PAGA Claims: You release the Released Parties from Released PAGA Claims during December 24, 2020 to March 1, 2023. Released PAGA Claims means: all claims, demands, rights, liabilities and causes of action for PAGA penalties only that were asserted in the settled lawsuit that Plaintiffs filed and the PAGA notice submitted by Plaintiffs and/or that could have been asserted based on the factual allegations in the settled lawsuit, including any all claims for PAGA penalties for:

- (i) unpaid overtime;
- (ii) unpaid meal period premiums;
- (iii) unpaid or improperly paid rest period premiums;
- (iv) unpaid minimum wage;
- (v) final wages not timely paid;
- (vi) non-compliant wage statements;
- (vii) unreimbursed business expenses; and
- (viii) claims relating to defects in employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”) pertaining to liquidated damages, non-disclosure, and non-compete provisions as alleged in the settled lawsuit (but excluding claims for or relating to the enforcement of and/or collection matters of employment agreements including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”).

Released PAGA Claims does not include and specifically excludes any and all other than claims for PAGA penalties occurring during the December 24, 2020 to March 1, 2023, and without limiting the exclusion, Released PAGA Claims excludes claims for wrongful termination, social security, unemployment insurance, vested benefits, violation of the Fair Employment and Housing Act, disability, workers’ compensation, claims outside of December 24, 2020 to March 1, 2023, claims based on facts occurring outside December 24, 2020 to March 1, 2023, and claims for or relating to the enforcement of and/or collection matters of employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”).

Note that the description of both “Released Class Claims” and “Released PAGA Claims.” includes the term “Released Parties.” Released Parties means: Amgad Wahba, Ramy Wahba, and First Class Nurses, Inc. and all of its parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders,

officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, subrogees, executors, partners, related corporations, and privies, both individually and collectively, its respective past or present officers, directors, shareholders, successors and predecessors in interest. Released Parties does not include Centinela Hospital Medical Center.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

If you don't want a payment from the Class Settlement, but you want to keep the right to sue or continue to sue, on your own, about the legal issues in the Class Settlement, then you must take steps to get out. This is called excluding yourself or is sometimes referred to as opting out of the settlement Class.

12. How do I get out of the Class Settlement?

To exclude yourself from the Class Settlement, you must fully complete and submit to the administrator a Request for Exclusion From Class Form. This form is included with this Notice. Be sure to complete your name, sign and date the form. To timely exclude yourself, you must mail, fax or email your Request for Exclusion From Class Form not later than **May 7, 2024** (if mailing, the postmark must show no later than **May 7, 2024**), to the administrator of the settlement (contact information is listed in Question 24). If your Notice is remailed after having been returned to the Administrator as undeliverable, the Administrator will inform you in writing of an extended deadline with the re-mailed Notice. You can't exclude yourself on the phone. The Court retains final authority as to validity and authenticity of Request for Exclusion requests.

If you ask to be excluded, you (i) will not get any payment from the Class Settlement, (ii) cannot object to the settlement; (iii) will not be legally bound by anything that happens in this Class Settlement; and (iv) may be able to sue (or continue to sue) Defendants in the future for claims contained in the Class Settlement.

13. If I don't exclude myself from the Class Settlement, can I sue Defendants for the same things included in the Class Settlement later?

No. Unless you exclude yourself from the Class Settlement, you give up the right to sue Defendants and Released Parties for the class claims that this settlement resolves – the Released Class Claims described in Question 11. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Class Settlement to continue your own lawsuit unless the claims are excluded from description of the Released Class Claims. Remember, the exclusion deadline is **May 7, 2024**, unless you are otherwise notified by the Administrator in writing of a different date as discussed in Question 12 in connection with an undeliverable Notice remaining.

14. If I exclude myself, can I get money from the settlement?

If you exclude yourself from the Class, you will not get a payment for the Class Settlement because you will not be participating in the Class and Class Settlement. Because you cannot exclude yourself from the PAGA Settlement, if you are eligible for a payment under the PAGA Settlement, you can get money from the PAGA Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court approved Diane Richard, Esq. of the law firm Richard Law, P.C. to represent you and other Class Members as Class Counsel (contact information is listed in Question 24). You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

To date, Class Counsel has not been paid any fees or costs for bringing claims on behalf of the Class and Aggrieved Employees. Class Counsel will ask the Court for attorney's fees up to 40% of the total settlement amount paid by Defendants (which is currently anticipated to be \$104,000.00 in fees based on a \$260,000.00 settlement sum), and for expenses (which are expected to not exceed \$15,000.00). The Court may award less than these amounts. Payments for these items will be made from the \$260,000.00 settlement payment as described in Question 7.

OBJECTING TO THE CLASS SETTLEMENT

You can tell the Court that you don't agree with the Class Settlement or some part of it.

17. How do I tell the Court that I don't like the Class Settlement?

If you're a participating Class Member (meaning you do not opt-out of the Class Settlement by timely submitting a completed Request for Exclusion From Class Form), you can object to the Class settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object to the Class Settlement, you may fully complete and submit to the administrator an Objection form. This form is included with this Notice. Be sure to sign and date the form. To timely object, you may mail, fax or email your Objection form not later than **May 7, 2024** (if mailing, the postmark must show no later than **May 7, 2024**) to the administrator of the settlement (contact information is listed in Question 24). If your Notice is remailed after having been returned to the Administrator as undeliverable, the Administrator will inform you in writing of an extended deadline with the re-mailed Notice.

You can't make objections, if any, on the phone to the administrator. Participating Class Members can verbally object at the Fairness Hearing. Information on when and where that hearing is expected to occur is provided in Question 19.

18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Class Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class and the Class Settlement. If you exclude yourself, you have no basis to object because the Class Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **1:30 p.m.** on **July 12, 2024** in Department CX103, at the Superior Court of California, County of Orange, located at the Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA, 92701. At this hearing the Court will consider whether the Class Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Hurwitz will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Hurwitz may have. But, you are welcome to attend at your own expense. If you send an objection, you don't have to come to Court or attend the Fairness Hearing to talk about it. As long as you submitted your written objection to the administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Ordon v. First Class Nurses, Inc.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **May 7, 2024**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses Question 24. If your Notice is remailed after having been returned to the Administrator as undeliverable, the Administrator will inform you in writing of an extended deadline with the re-mailed Notice. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing and the settlement is fully and finally approved, you'll get money from the Class Settlement and, if you are eligible, you'll get money from the PAGA settlement; a settlement payment will be automatically mailed to you.

GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement and other documents by visiting: www.ilymgroup.com/firstclassnurses. You may also review the Court's docket in the case by visiting <https://www.occourts.org/online-services/case-access/>. The Court's address is: Superior Court of California, County of Orange, Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701.

24. How do I get more information?

You can call, write, or fax the administrator. You may also visit the settlement website www.ilymgroup.com/firstclassnurses.

The contact information for the settlement administrator is:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

Class Counsel is also available to answer questions.

The contact information for Class Counsel is:

Diane Richard
Richard Law, P.C.
5060 N. Harbor Dr., Suite 265
San Diego, CA 92106
Phone: 619-880-5534
Fax: 619-880-5459
Email: diane@richardlawpc.com

The contact information for Defense Counsel is:

Boris Sorsher
Lisa Peterson
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
Phone: 949-851-2424
Fax: 949-851-0152
Email: bsorsher@fisherphillips.com; lpeterson@fisherphillips.com

REQUEST FOR EXCLUSION FROM CLASS FORM

COMPLETE AND SUBMIT THIS FORM ONLY IF YOU REQUEST EXCLUSION FROM THE CLASS AND DO NOT WISH TO PARTICIPATE IN THE CLASS SETTLEMENT.

NOTE THAT IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE A PAYMENT FROM THE CLASS SETTLEMENT.

For further information about your options under the proposed Settlement, including your right to request exclusion from the Class and not participate in the Class Settlement, read the accompanying “Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval.”

If, after considering your options, you wish to request exclusion from the Class and do not wish to participate in the Class Settlement, you must do the following:

1. Complete this Request for Exclusion From Class Form by:
 - Printing or typing in your full name clearly where indicated in the exclusion/non-participation statement below; and
 - Signing and dating this Form where indicated below.
2. Timely submit this completed Form to the settlement administration by:
 - Mailing, faxing or emailing this Form not later than **May 7, 2024**, to the administrator of the settlement. The settlement administrator’s contact information is:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Telephone: (888) 250-6810

Fax: (888) 845-6185

Email: claims@ilymgroup.com

- Note: You can’t exclude yourself on the phone. If you mail the Form in, the postmark must show no later than **May 7, 2024**. It is recommended that you keep a record of the submitted Form, method and date of submission.
- If your Notice is remailed after having been returned to the Administrator as undeliverable, the Administrator will inform you in writing of an extended deadline with the re-mailed Notice.

Exclusion/Non-Participation Statement:

I, _____, request exclusion from the Class and do not wish to wish to participate in the
[clearly print or type in full name]

Class Settlement. I understand that by timely submitting this completed Form, I will not be eligible to receive a settlement payment from the Class Settlement.

[insert signature]

[insert date]

OBJECTION FORM

COMPLETE AND SUBMIT THIS FORM ONLY IF WISH TO OBJECT TO THE CLASS SETTLEMENT.

For further information about your options under the proposed Settlement, including your right to object to the Class Settlement, read the accompanying “Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval.” Note that you may make a written objection, or verbal objection at the Fairness Hearing, as to why you don’t believe the Class Settlement is fair only if you do not request exclusion (opt-out) from the Class Settlement.

If, after considering your options, you wish to object to the Class Settlement and you wish to file a written objection, you must do the following:

3. Complete this Objection Form by:
 - Printing or typing in your full name and reason for objection, clearly where indicated in the objection statement below
 - Signing and dating this Form where indicated below.
4. Timely submit this completed Form to the settlement administration by:
 - Mailing, faxing or emailing this Form not later than **May 7, 2024**, to the administrator of the settlement. If your Notice is remailed after having been returned to the Administrator as undeliverable, the Administrator will inform you in writing of an extended deadline with the re-mailed Notice. The settlement administrator’s contact information is:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
email: claims@ilymgroup.com
 - Note: If you mail the Form in, the postmark must show no later than **May 7, 2024**. It is recommended that you keep a record of the submitted Form, method and date of submission. Absent good cause found by the Court, objections to the Class Settlement will be waived and not considered if not timely or otherwise compliant.

Objection Statement:

I, _____, object to the Class Settlement because (attach additional paper if necessary):
[clearly print or type in full name]

[insert signature]

[insert date]