

NOTICE OF PROPOSED SETTLEMENT

Jose Luis De Jesus Jimenez v. Grace Staffing LLC; Radiant Services Corp.

Los Angeles County Superior Court
Case No. 23STCV10897

If You Are or Were a Non-Exempt Employee of Grace Staffing LLC who was assigned to work at Radiant Services Corp. (hereinafter “Defendant”), You May Be Entitled to Money from a Settlement.

This is a Court approved notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

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1. Why Should You Read This Notice?

This Notice of Proposed Settlement (“Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action and PAGA representative action lawsuit entitled *Jose Luis De Jesus Jimenez v. Grace Staffing LLC, et al.*, Case Nos. 23STCV10897 that is now pending in the Los Angeles County Superior Court (collectively referred to as the “Action”).

Defendants Grace Staffing LLC and Radiant Services Corp. are referred to herein as “Defendants.” Defendant Grace Staffing LLC is referred to herein as “Grace Staffing” and Defendant Radiant Services Corp is referred herein as “Radiant.”

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written settlement agreement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement, and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on January 15, 2026, (the “Preliminary Approval Date”) in the Los Angeles County Superior Court, State of California. At that hearing, the Honorable Samantha P. Jessner, Judge, granted preliminary approval of the Settlement, and ruled on a preliminary basis that the Settlement appears to be fair and reasonable, and the Court directed that this Notice be sent to Class Members advising them of the proposed Settlement. You have received this Notice because Defendants’ employee records indicate you are a Class Member.

This Settlement only involves “Class Members” under the terms of the Settlement Agreement. If you are not a “Class Member,” then you cannot participate in the Settlement, you will not receive money, and you will not be subject to the release of claims provided under the Settlement.

A “Class Member” is: a current or former non-exempt California employee of Grace Staffing who was assigned to work at Radiant any time from May 15, 2019 through June 22, 2025. The referenced time period is the “Class Period.”

The Settlement will settle, resolve, and release Class Members' claims on the terms and conditions set forth in the Settlement Agreement, and as summarized in this Notice.

The Court will hold a **Settlement Fairness Hearing** concerning the proposed settlement on **August 11, 2026, at 10:00 a.m.**, in Department 7 of the Los Angeles County Superior Court before the Honorable Samantha P. Jessner, Judge, located at 312 North Spring Street, Los Angeles, California 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

The Settlement Fairness Hearing may be continued to another date without further notice. You should check the Administrator's website <https://ilymgroup.com/GraceStaffing> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

This Notice summarizes the Settlement, and explains your rights as part of the Settlement and the Settlement Fairness Hearing.

2. *What Is the Case About?*

Plaintiff Jose Luis De Jesus Jimenez ("Plaintiff" or "Representative Plaintiff") filed his class action complaint on May 15, 2023 in Los Angeles County Superior Court against Defendants. Plaintiff then amended the class action complaint on August 15, 2023, to add representative cause of action under Private Attorneys General Act ("PAGA"). The class action/representative PAGA action complaint alleges the following causes of action: 1) failure to pay overtime wages in violation of Labor Code §§ 510 and 1198; 2) failure to pay all wages and minimum wages in violation of Labor Code §§ 1182, 1194, 1197, and 1198; 3) failure to provide compliant meal breaks in violation of Labor Code § 226.7; 4) failure to provide compliant rest breaks in violation of Labor Code § 226.7; 5) failure to provide COVID-19 supplemental paid sick leave in violation of Labor Code § 248.6; 6) failure to timely pay wages during employment in violation of Labor Code § 204; 7) failure to timely furnish accurate itemized wage statements in violation of Labor Code § 226(a) and failure to maintain accurate records; 8) waiting time penalties pursuant to Labor Code §§ 201 and 203; 9) failure to provide suitable seating in violation of Labor Code § 1198; 10) failure to adopt standards that minimize excessive indoor heat in violation of Labor Code §§ 6720, 226.7; 11) failure to produce records in violation of Labor Code §§ 226(b)(c), 1198.5 and 432; 12) violations of Business & Professions Code §§ 17200 et seq.; and 13) civil penalties pursuant to PAGA Labor Code §§ 2698, et seq.

The Defendants' Position: Defendants have denied and continues to deny any liability or wrongdoing of any kind in connection with Plaintiff's claims alleged in the Action and further denies that, for any purpose other than settling the Action, this Action is appropriate for class or representative treatment or certification. Defendants contend, among other things, that they have complied with the California Labor Code, the California Wage Orders, and all other applicable California state and federal laws and regulations.

Litigation and Settlement Negotiations: After various litigation activity and following the exchange of extensive information regarding the claims asserted in the Action, the parties participated in a daylong mediation on March 24, 2025 with a well-recognized and highly-experienced class / PAGA action and employment law mediator. At the mediation, a settlement in principle was reached between the Parties. The terms of the parties' provisional settlement were memorialized in a written document and that forms the basis for the proposed settlement. Following this, the parties entered into a more extensive, long-form Settlement Agreement. Plaintiff's counsel then formally advised the Court of the terms and conditions of the Settlement, and based upon this, the Court granted preliminary approval of the Settlement and directed that this Notice be sent to Class Members.

3. *How Much Can I Expect to Receive?*

Under the Settlement, Defendants are paying One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00) for settlement of the Class Members' claims and the PAGA claim as set forth in the Settlement Agreement. This amount is referred to as the "Gross Settlement Sum." At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Goss Settlement, the amount s of which will be decided by the Court at the Final Approval Hearing:.

- a. Up to \$49,950.00 [33% of the Gross Settlement] to Class Counsel for attorney's fees and up to \$12,500.00 for their litigation expenses.
- b. Up to \$7,500.00 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 Individual Class Payment and any Individual PAGA Payment.

- c. Up to \$9,950.00 to the Administrator for services administering the Settlement.
- d. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods

After deductions of the preceding amounts, the remaining amount of the settlement amount (referred to as the “Net Settlement Sum”) is the fund of money that will be distributed to pay all Settlement Payments to participating Class Members, including the portion of the PAGA claims settlement payable to class members who worked during the period relevant to the PAGA claim, which is June 11, 2022 through June 22, 2025 (the “PAGA Period”).

The method of distributing the Net Settlement Sum which has been preliminarily approved by the Court is called “the Distribution Formula.” The following is a description of the Distribution Formula, its purpose, and how it works.

The Distribution Formula:

The purpose of the Distribution Formula is to determine a Settlement Class Member’s relative, proportional share of the settlement funds, and then convert such person’s proportional share into a monetary amount.

Each Settlement Class Member (which is a Class Member who does not opt out of the Settlement) shall be allocated an individual settlement payment amount based on the number of workweeks such Settlement Class Member worked for Defendants as a non-exempt employee during the Class Period. The individual settlement payment for each Settlement Class Member shall be calculated as follows: (a) the number of workweeks each Settlement Class Member worked; divided by (b) the aggregate number of workweeks for all Settlement Class Members as calculated under subparagraph (a); and then multiplied by (c) the Net Settlement Sum.

Because Class Members who are represented by Representative Plaintiff for purposes of the PAGA claim cannot opt out of the PAGA claim settlement, each Class Member who worked during the PAGA Period (*i.e.* June 11, 2022 through June 22, 2025) shall also receive his or her individual share of the PAGA Payment. Ten Thousand Dollars and No Cents (\$10,000) is the portion of the Gross Settlement Sum allocated to settling and resolving Plaintiff’s PAGA claim, and 75% of such amount shall be paid to the State of California’s Labor and Workforce Development Agency and the remaining 25% shall be paid to Class Members who worked during the PAGA Period. A Class Member’s share of the PAGA Payment is calculated as follows: (a) the number pay periods each Class Member worked as an hourly non-exempt employee for Defendant during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all Class Members working during the PAGA Period; and then multiplied by the employee portion of the PAGA Payment amount (*i.e.* 25% of \$10,000, or \$2,500).

BASED ON DEFENDANTS’ RECORDS AND THE ABOVE DISTRIBUTION FORMULA:

- **Your applicable workweek number for the gross settlement payment is: <<MERGED_ClassWW>>**
- **Your applicable pay period number for the PAGA payment share is: <<MERGED_PAGAPP>>**
- **YOUR ESTIMATED CLASS ACTION GROSS SETTLEMENT PAYMENT IS: \$<<MERGED_ClassAward>>**
 - **NOTE: 30% of the above amount is designated as wages and is subject to payroll taxes and withholdings.**
- **YOUR ESTIMATED PAGA PAYMENT SHARE IS: \$<<MERGED_PAGAAward>>**

If you dispute the information set forth above, as explained below you must mail a completed Dispute Form to the Settlement Administrator explaining your disagreement and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than **June 8, 2026**. Late dispute forms will be invalid and will not be considered unless the Court approves late consideration of a late dispute form. If this Notice has been re-mailed, then you shall receive an additional 14 days beyond the response deadline to dispute the information above.

Note, the Settlement Payment amount above is an estimate only, which is provided prior to final approval. The estimated amount is subject to change based on various factors, including, for example, if the Court directs that the Distribution Formula should be modified, or the relevant underlying data with respect to Class Members changes.

If the Court grants final approval of the Settlement, then Defendants shall fund the Settlement within twenty calendar days of the Effective Date. The Effective Date is the date when all the following has occurred: (i) the Court has granted final approval to the Settlement; (ii) The Court has entered and filed the Final Judgment in accordance with the terms herein; and (iii) the Final Judgment has been made final, which shall occur either: (a) sixty-five (65) days after the notice of entry of the final approval order and judgment, if

no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment has been filed, the date sixty-five (65) days after such reconsideration, appeal or review has been resolved in favor of the settlement and no other appeal, writ or other appellate court review is possible. In the event any appeal or other challenge is filed concerning the Settlement, administration of the Settlement shall cease and be stayed pending final resolution of such appeal or challenge without reversal or modification to the Settlement and Final Judgment

Within 15 days of Defendants funding the Settlement, settlement checks will be mailed to recipients. Any settlement checks uncashed after 180 days shall escheat to the State of California's unclaimed property fund in the name of the employee.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Payment.

4. *What is Final Approval of the Settlement?*

For the Settlement to become effective and you and other participating class members to receive any money as part of the Settlement, the Court must grant final approval at the Settlement Fairness Hearing concerning the terms and conditions of the Settlement. The Settlement, if approved, will affect all participating members of the class as explained in this Notice, and settle the PAGA claim. You may get money from the Settlement if you qualify for a payment under the Court-approved Settlement.

5. *Who is the Plaintiff?*

Jose Luis De Jesus Jimenez is the Plaintiff and Representative Plaintiff in the Action, including the class action and PAGA action. He is a former employee of Grace Staffing who was assigned to work at Radiant.

6. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff & the Class ("Class Counsel"):

Marcus J. Bradley
Bradley/Grombacher LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Email: mbradley@bradleygrombacher.com
Telephone: (805) 270-7100

Attorneys for Defendant Grace Staffing

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The Farano Law Group APC
4501 East La Palma Avenue Suite 240
Anaheim, California 92807
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Attorneys for Defendant Radiant

LightGabler LLP
Brian R. Weilbacher
Brier Miron Setlur
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Email: bweilbacher@lightgablerlaw.com; bsetlur@lightgablerlaw.com
Telephone: (805) 248-7208
Facsimile: (805) 248-7209

7. *What Are My Options And Rights? How Will My Rights Be Affected?*

YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE PROPOSED SETTLEMENT:

DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

Doing Nothing / Participating in the Settlement

Under the Settlement, if you do nothing you will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of your claims). You will **automatically** receive a Settlement Payment unless you affirmatively exclude yourself from the settlement by following the exclusion procedure set forth below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendants and the Defendants will not retaliate against you or take any other negative action against you based on your participation in the Settlement. For purposes of this Settlement, Defendants are obligated to pay the same amount of money whether you participate in the Settlement or not, so your participation in the Settlement does not increase or decrease Defendants' payment obligation.

Objecting to the Settlement

If you wish to Object to the Settlement, you must complete and return the Objection Form included with this Notice to the Settlement Administrator, at the address below, stating why you object to the Settlement. To be considered valid, your Objection must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. All objections must be postmarked no later than **June 8, 2026**. If this Notice has been re-mailed, then you shall receive an additional 14 days beyond this response deadline to submit the Objection Form. Late objections will be invalid and will not be considered unless the Court approves late consideration of a late objection.

You may also, if you wish, appear at the Settlement Fairness Hearing concerning the proposed settlement, either personally or through an attorney you hire and present oral objections at the Settlement Fairness Hearing. It is currently scheduled for **August 11, 2026, at 10:00 a.m.**, in Department 7 of the Los Angeles County Superior Court before the Honorable Samantha P. Jessner, Judge, located at 312 North Spring Street, Los Angeles, California 90012. The Settlement Fairness Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL REMAIN BINDING ON YOU.

Excluding Yourself from the Settlement

If you wish to be excluded from participating in the Settlement, you must complete and return the Exclusion Form included with this Notice to the Settlement Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement.

To be considered timely, your request for exclusion must be postmarked no later than **June 8, 2026**. If this Notice has been re-mailed, then you shall receive an additional 14 days beyond the response deadline to submit the Exclusion Form. Late exclusion requests will be invalid and will not be considered unless the Court approves late consideration of a late exclusion request.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any money in connection with the class action portion of the Settlement or object to the terms of the Settlement. However, you will not be bound by the terms of the class action portion of the Settlement, or the release of claims provided as part of the class action Settlement.

Whether you submit an exclusion request or not, you will, however, be bound by any Court-approved PAGA settlement in the case, and you will receive, if eligible, a share of the Court-approved PAGA payment amount.

Submitting a Workweek or Pay Period Dispute

If you dispute the workweek or pay period information set forth above, you must return a completed Dispute Form included with this Notice to the Settlement Administrator, at the address below, explaining your dispute and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than **June 8, 2026**. If this Notice has been re-mailed, then you shall receive an additional 14 days beyond this response deadline to submit the Dispute Form. Late or incomplete dispute forms will be invalid and will not be considered unless the Court approves late consideration of a late dispute form.

It is your responsibility to ensure the Settlement Administrator has timely received any form or document submitted in response to this Notice, including, for example, any dispute form, exclusion request, or objection. You may and should contact the Settlement Administrator at the toll-free number listed below to ensure any submitted document has been received.

If you submit a dispute, the Settlement Administrator will review your dispute and Defendant's records, and resolve the dispute based on such materials.

Effect of the Settlement on Your Rights – Release of Claims

If the Court grants final approval to the Settlement at the Settlement Fairness Hearing, the Final Judgment will be entered by the Court, and all Settlement Class Members (*i.e.* "Class Members" who do not validly exclude themselves) shall be bound by the Final Judgment, whether considered favorable or not, and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Settled Claims against the Released Parties and all PAGA Aggrieved Employee (*i.e.* employees who worked during the PAGA Period) shall be bound by the Final Judgment, whether considered favorable or not, and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all PAGA Released Claims against the Released Parties

Under the terms of the Settlement, and as provided in the Settlement Agreement, the release of claim terms as used above have the following meanings:

"Released Parties" means Grace Staffing LLC and Radiant Services Corp. and their respective affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

"Settled Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Settlement Class Members during the Class Period that: 1) are alleged, were alleged, could have been alleged based on or arising out of facts asserted in the operative First Amended Complaint; or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaints in the Action, whether under federal, state, or common law, including, violations of the California Labor Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only and not as a limitation, "Settled Claims" includes all types of recovery and relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, provisions regulating hours and days of work in any IWC order failure to provide sick pay or COVID-19 supplemental pay, any claims for suitable seating or relating to indoor heat, failure to provide notice of paid sick time accrual, requiring a written agreement to any term or condition known to be prohibited by law, unreimbursed expenses, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, failure to provide accurate, itemized wage statements or other wage statement violations, unfair business practices, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. "Settled Claims" does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation.

“Settlement Class Member” means each Class Member who has not validly excluded himself or herself from this Settlement (*i.e.* opted out) pursuant to the terms herein.

“PAGA Released Claims” means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during the PAGA Period that: 1) are alleged or were alleged, or could have been alleged based on or arising out of facts asserted in the PAGA claim in the operative First Amended Complaint or any PAGA administrative exhaustion/notice letter submitted by Representative Plaintiff. By way of illustration only and not as a limitation, “PAGA Released Claims” includes all claims for civil penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for civil penalties pursuant to PAGA arising from for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, provisions regulating hours and days of work in any IWC order, failure to provide sick pay or COVID-19 supplemental pay, any claims for suitable seating or relating to indoor heat, failure to provide notice of paid sick time accrual, requiring a written agreement to any term or condition known to be prohibited by law, unreimbursed expenses, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, failure to provide accurate, itemized wage statements or other wage statement violations, unfair business practices, and including any claims arising therefrom for any monetary or non-monetary relief, and claims for attorneys’ fees, expenses, and costs, that may be obtained under the PAGA statute.

8. How Will the Attorneys and Representative Plaintiff Be Compensated and How Will Other Settlement Costs Be Paid?

The attorneys for the Representative Plaintiff and the Class will be paid from the \$150,000.00 Gross Settlement Sum. Other settlement costs will also be paid out of the Gross Settlement Sum amount. The attorneys are seeking attorneys’ fees in the amount of 33.3% of the Gross Settlement Sum (*i.e.* \$49,950) and reimbursement for incurred, documented third-party case litigation costs not to exceed \$10,414.43. Representative Plaintiff is seeking a service award for the time devoted and benefits provided to the Class, and the risks assumed for serving as the representative plaintiff, and for entering into a broader release of all claims. The service award that is being requested is \$7,500, and this in addition to whatever settlement payment amount the Representative Plaintiff is otherwise entitled to under the Settlement. Other settlement costs include approximately \$9,950.00 for payment to the third-party settlement administrator, ILYM Group Inc, to administer the Settlement, and approximately \$7,500 that is payable to the State of California for settlement of the Private Attorneys General Act claim asserted in connection with the case. The amounts above are amounts that will be requested, but the actual amounts awarded (whether the same or less) will be determined by the Court.

QUESTIONS? You may contact the Settlement Administrator or Class Counsel. Please refer to the Grace Staffing Class Action Settlement.

This Notice provides a summary of the Settlement and its terms and conditions. For a complete statement of the Settlement, refer to the Settlement Agreement entered into by the parties. Copies of the Settlement Agreement and Court preliminary approval documents are available for review from Class Counsel or at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, and online at <https://www.lacourt.org/>

Settlement Administrator Name and Contact Information:

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

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE
OR THE SETTLEMENT PROCESS.**