

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

***Guillermo Nunez, et al. v. Interstate Management Company, L.L.C., Superior Court of the State of California, County of San Diego, Case No. 37-2021-00023535-CU-OE-CTL***

***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.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.  
PLEASE READ THIS NOTICE CAREFULLY.**

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Defendants Interstate Management Company, LLC and Interstate Hotels and Resorts, Inc. (“Defendants”) for alleged wage and hour violations. The Action is brought by Plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California who were classified as hourly, non-exempt employees during the Class Period (January 1, 2020 through January 31, 2023) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California during the PAGA Period (January 1, 2020 through January 31, 2023) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendants to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<Est.ClassPayment>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be \$<<Est.PAGAPayment>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked <<ClassPP>> Pay Periods** during the Class Period and **you worked <<PAGAPP>> Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants as described below in Section 4 below.

- (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, however you will preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, you will also remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>You Don't Have to Do Anything to Participate in the Settlement</b>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).</p> <p>Additional information is set forth below.</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is November 9, 2023.</b></p>	<p>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. <b>If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement.</b> 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 7 of this Notice.</p> <p>However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by November 9, 2023.</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>See Section 8 of this Notice.</p>
<b>You Can Participate in the Final Approval Hearing</b>	<p>The Court's Final Approval Hearing is scheduled to take place on December 8, 2023, at 8:30 a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 74 before Judge Keri Katz. This hearing date may change as explained below in Section 9.</p> <p>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 9 of this Notice</p>

<p><b>You Can Challenge the Calculation of Your Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by November 9, 2023.</b></p>	<p>The amount of your Individual Class Payment and your Individual PAGA Payment depend on how many Pay Periods you worked at least one day during the Class Period / PAGA Period, respectively. The number of Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by November 9, 2023. See Section 5 of this Notice</p>
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## 1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the "Court"), has been reached between Plaintiffs and Defendants and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California were classified as hourly, non-exempt employees during the Class Period.

The "Class Period" is January 1, 2020, through January 31, 2023.

## 2. What is this class action lawsuit about?

On May 27, 2021, Plaintiff Guillermo Nunez filed this Action against Defendant Interstate Management Company in the Superior Court of the State of California, County of San Diego, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA").

On October 13, 2020, Plaintiff Eriberto Aquino commenced the Aquino Class Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Orange Case, No. 30-2020-001164624-CU-OE-CXC ("Aquino Action"). On July 8, 2021, Plaintiff Eriberto Aquino dismissed his class claims in the Aquino Action, which left only a single action for recovery of civil penalties under PAGA.

On June 6, 2023, the Plaintiffs filed a First Amended Consolidated Class and Representative Action Complaint in the Action, which encompassed the claims in the Aquino Action and added class allegations on behalf of the Class Members for Labor Code violations arising out of the same alleged facts in the PAGA only Action. The First Amended Consolidated Class and Representative Action Complaint is the "Operative Complaint" in the Action and asserts the following class claims against the Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to pay wages when due, and a representative claims for violation of PAGA.

Defendants deny that they have done anything wrong and dispute all the claims in the Action. For example, Defendants contend that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; that Defendants complied with California wage statement requirements; that Defendants did not violate California Business and

Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on August 9, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP and Jackson Law, APC to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

### 3. What are the terms of the Settlement?

**Gross Settlement Amount.** Defendants have agreed to pay an “all in” amount of Two Million Nine Hundred Twenty Thousand Dollars (\$2,920,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered, unless there are objections in which case the Effective Date is when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

**Court Approved Deductions from Gross Settlement Amount.** The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$47,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$973,333.33, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$47,000. The Class Counsel Fees Payment awarded shall be allocated between Class Counsel as follows: fifty percent (50%) to Blumenthal Nordrehaug Bhowmik De Blouw LLP and fifty percent (50%) to Jackson Law, APC. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 to each of the named Plaintiffs as their service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$60,000 relating to Plaintiffs' claim under PAGA, 75% (\$45,000) of which will be paid to the State of California's LWDA. The remaining 25% (\$15,000) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. "Pay Period" means any Pay Period during which a Class Member or an Aggrieved Employee worked for Defendants for at least one day during the Class Period / PAGA Period, which is January 1, 2020, through January 31, 2023.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,779,666.67. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods. The number of Pay Periods worked will be based on Defendants' records, however, Class Members may challenge the number of Pay Periods worked as explained below.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued 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.

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Defendants and the Released Parties shall receive a release from the Participating Class Members of and from all of the "Released Class Claims", which are all claims that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, Plaintiffs' individual claims for retaliation, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Defendants and the Released Parties shall receive a release from the LWDA and the Aggrieved Employees of the "Released PAGA Claims", which are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint and PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period. Class Members who opt out will still release the Released PAGA Claims and will still receive their Individual PAGA Payment.

Released Parties. The Released Parties collectively mean: Defendants and each of their former and present directors, officers, shareholders, owners (including owners of hotel properties managed by Defendants), attorneys, insurers, predecessors, successors, assigns and subsidiaries.

#### **5. How much will my payment be?**

**Defendants' records reflect that you worked <<ClassPP>> Pay Periods during the Class Period / PAGA Period (January 1, 2020, through January 31, 2023).**

**Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$<<Est.ClassPayment>>.**

**Based on this information your estimated Individual PAGA Payment from the PAGA Penalties is \$<<Est.PAGAPayment>>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than November 9, 2023. You may also fax the dispute to (888) 845-6185 or email the dispute to [claims@ilymgroup.com](mailto:claims@ilymgroup.com) by no later than November 9, 2023. Any dispute should include credible written evidence and will be resolved by the Administrator.

#### 6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, (888) 250-6810, e-mail: [claims@ILYMgroup.com](mailto:claims@ILYMgroup.com).

The Court will hold a Final Approval Hearing on December 8, 2023, at 8:30 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

#### 7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **The PAGA Penalties payment is \$60,000, of which \$15,000 will be distributed to the Aggrieved Employees to be allocated based on their respective Pay Periods. Your Individual PAGA Payment is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than November 9, 2023. You may also fax your request to opt out to (888) 845-6185 or email to [claims@ilymgroup.com](mailto:claims@ilymgroup.com) by no later than November 9, 2023. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Nunez v. Interstate Management Company* lawsuit. The request to opt-out should state the Class Member's full name, address, and email address or telephone number. Please include the name and number of the case, which is *Nunez v. Interstate Management Company*, Case No. 37-2021-00023535-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after November 9, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### 8. 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 Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for December 8, 2023, Class Counsel and 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 Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no

cost to you. You can also view them on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Nunez v. Interstate Management Company* or on the Court's website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://roa.sdcourt.ca.gov/roa/>) and entering the Case No. 37-2021-00023535 or for free at the Hall of Justice, 330 West Broadway, San Diego, California, 92101.

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 November 9, 2023.** You may also fax the dispute to (888) 845-6185 or email to [claims@ilymgroup.com](mailto:claims@ilymgroup.com) by no later than November 9, 2023. 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, *Nunez v. Interstate Management Company*, Case No. 37-2021-00023535-CU-OE-CTL, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

**Administrator:**

Name of Company: ILYM Group, Inc.  
Email Address: [claims@ilymgroup.com](mailto:claims@ilymgroup.com)  
Mailing Address: P.O. Box 2031, Tustin, CA 92781  
Telephone Number: (888) 250-6810  
Fax Number: (888) 845-6185  
Website: [www.ILYMgroup.com/IMC](http://www.ILYMgroup.com/IMC)

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. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

**CLASS COUNSEL:**

Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik DeBlouw LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Tel.: (858) 551-1223  
Fax: (858) 551-1232  
E-Mail: [kyle@bamlawca.com](mailto:kyle@bamlawca.com)

**COUNSEL FOR DEFENDANTS:**

Timothy L. Johnson  
Nikolas T. Djordjevski  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
4370 La Jolla Village Drive, Suite 990  
San Diego, CA 92122



## 9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 8:30 a.m. (Pacific Standard Time) on December 8, 2023, in Department 74 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Keri Katz. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to the Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Nunez v. Interstate Management Company*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://roa.sdcourt.ca.gov/roa/>) and entering the Case No. 37-2021-00023535.

## 10. How Can I Get More Information?

You may call the Administrator at (888) 250-6810 or write to *Nunez v. Interstate Management Company* Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Nunez v. Interstate Management Company*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court ) <https://roa.sdcourt.ca.gov/roa/>) and entering Case No. 37-2021-00023535 or for free in person at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

### IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall direct all unclaimed funds to be paid to the California State Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check, where you may claim the funds. The funds may be claimed at [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html).
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.