

D.LAW, INC.  
 Emil Davtyan (SBN 299363)  
[Emil@d.law](mailto:Emil@d.law)  
 Alvin B. Lindsay (SBN 220236)  
[a.lindsay@d.law](mailto:a.lindsay@d.law)  
 880 E Broadway  
 Glendale, CA 91205  
 Telephone: (818) 962-6465  
 Fax: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.  
 David Yeremian (SBN 226337)  
[david@yeremianlaw.com](mailto:david@yeremianlaw.com)  
 880 E Broadway  
 Glendale, CA 91205  
 Telephone: (818) 962-6465  
 Fax: (818) 962-6469

Attorneys for Plaintiff NATASHA R. VALENZUELA,  
 on behalf of herself and all others similarly situated

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

NATASHA R. VALENZUELA, an  
 individual, on behalf of herself and others  
 similarly situated,

Plaintiff,

vs.

NETWORK MEDICAL MANAGEMENT,  
 INC., a California corporation; and DOES 1  
 through 50, inclusive,

Defendants.

Case No.: 21STCV39548

CLASS ACTION

Assigned for All Purposes To:

Hon. Elihu M. Berle

Dept. 6, Spring Street Courthouse

**~~PROPOSED~~ ORDER GRANTING  
 PLAINTIFF'S UNOPPOSED MOTION  
 FOR PRELIMINARY APPROVAL OF  
 STIPULATION AND AGREEMENT TO  
 SETTLE CLASS ACTION**

*Following Hearing on:*

Date: October 2, 2023

Time: 11:00 a.m.

Location: Department 6

Original Complaint Filed: October 26, 2021

First Amended Complaint: January 6, 2022

Trial Date: None set.

**ORDER**

Plaintiff NATASHA R. VALENZUELA (“Plaintiff”), on behalf of herself and all other similarly situated employees of Defendant NETWORK MEDICAL MANAGEMENT, INC. (“Defendant”) (collectively, “the parties”), filed an unopposed Motion for Preliminary Approval of the parties’ Stipulation and Agreement to Settle Class Action (“Settlement Agreement”). The Motion was set for continued hearing on October 9, 2023 at 11:00 AM in Department 6 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. The Court, having considered the Settlement Agreement, and the proposed Class Notice and Statement of Weeks Worked Form at Exhibits A and B to the Settlement Agreement, the submissions of counsel in support of preliminary approval, the supplemental documents filed and all other papers filed in this litigation, the arguments of the parties’ counsel, and Defendant’s non-opposition to the Motion, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the parties’ amended Settlement Agreement, which was attached at Exhibit A to the Supplemental Declaration submitted by Class Counsel on September 18, 2023, is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning as in this Order;

3. The Court conditionally certifies, for settlement purposes only, a Settlement Class consisting of all individuals who worked in a Covered Job Position (i.e. any California exempt or non-exempt position worked by Defendant’s employees during the Class Period) at any time during the Class Period, which is the period of October 26, 2017 through July 15, 2022.

(Settlement, ¶¶ I.B, I.D, I.V.). The “COVID-19 Subclass” is defined as all current and former California employees of Defendant who had assigned works stations at Defendant’s Place of Work at any time between March 15, 2020 and July 15, 2022. (Settlement, ¶ I.E.). The “No Workstation Subclass” is defined as all current and former California employees of Defendant who were employed by Defendant at any time during the Class Period and who did not have an assigned workstation at Defendant’s place of business during the Class Period. (Settlement, ¶ I.M.). The “PAGA Group” is defined as all current or former employees who worked for

1 Defendant in California at any time between October 26, 2020 and the date of preliminary  
2 approval of the settlement (the “PAGA Period”) (Settlement, ¶ I.N.).

3 4. Should the Settlement not be finally approved, this Order will be rendered null and  
4 void and shall be vacated, and the fact that the parties were willing to stipulate to class  
5 certification as part of the settlement shall have no bearing on, nor be admissible in connection  
6 with, the issue of whether a class should be certified in a non-settlement context. Should the  
7 settlement not become final, the parties shall revert to their respective positions prior to notifying  
8 the Court of the settlement.

9 5. The class and PAGA action settlement contemplated by the Settlement Agreement  
10 is preliminarily approved based upon the terms set forth in the Settlement Agreement. The  
11 Settlement appears to be fair, adequate, and reasonable for the Class, and falls within the range of  
12 reasonableness that could ultimately be granted final approval by the Court. The preliminary  
13 approval of the class action settlement includes the approval for purposes of the settlement of  
14 David Yeremian of David Yeremian & Associates, Inc. and Alvin B. Lindsay and Emil Davtyan  
15 of D.Law, Inc. as Class Counsel, Plaintiff Natasha Valenzuela as Class Representative, and  
16 ILYM Group, Inc. (“ILYM”) as the Settlement Administrator. Class Counsel is authorized to act  
17 on behalf of the Class members with respect to all acts or consents required by or which may be  
18 given pursuant to the Settlement Agreement and the class action settlement contemplated by the  
19 Settlement Agreement, and such other acts reasonably necessary to consummate the settlement.  
20 The Settlement Administrator is authorized to perform such acts as set forth in this Order and the  
21 Settlement Agreement.

22 6. The Court approves the parties’ allocation of \$25,000.00 to settle claims under the  
23 Labor Code Private Attorneys General Act of 2004 (“PAGA”). Pursuant to Labor Code § 2699(i),  
24 75% of this amount, or \$18,750.00, will be paid to the California Labor & Workforce  
25 Development agency and the remaining 25%, or \$6,250 will be paid to the PAGA Group  
26 employees as set forth in the Settlement Agreement. (Settlement, ¶ III.D.6.).

27 7. The Class Notice included as Exhibit A to the Settlement Agreement at Exhibit A  
28 to Class Counsel’s Supplemental Declaration, advises the Class of the material terms and

provisions of this Settlement, the procedure for approval thereof, and their rights with respect thereto, and is approved as to form and content. The Court approves the procedures set forth in the Settlement Agreement for Settlement Class Members to participate in, opt out of, and object to the Settlement as set forth in the Notice as Amended and approved at Exhibit A to this Order (“Class Notice”).

8. The Class Notice shall be sent by first class mail to the Class in accordance with the schedule set forth in the Settlement Agreement. The dates selected for the mailing and distribution of the Notice, and the other dates as set forth below at the October 2, 2023 hearing meet the requirements of due process and provide the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto:

- a. The Order will be entered on October 9, 2023;
- b. The deadline for Defendant to provide class data to Admin: October 23, 2023;
- c. The deadline for Administrator to Mail Class Notices to Class Members: November 6, 2023;
- d. Response Deadline for Class Members to submit Objections, Requests for Exclusion, and Work Week Disputes: January 5, 2024;
- e. The deadline to complete Administration Declaration: January 6, 2024;
- f. The deadline for the Parties to respond to any Objections or Disputes: January 26, 2024; and
- g. The hearing on Plaintiff’s Motion for Final Approval: February 6, 2024 at 9:00 a.m. in Department 6.

9. A Final Approval and Settlement Fairness Hearing will address the question of whether the proposed Settlement, attorneys’ fees and costs to Class Counsel, administration costs, and the class representative enhancement should be approved as fair, reasonable, and adequate as to the Settlement Class and whether the Settlement should be given final approval. Settlement Class Members may be heard orally in support of the Settlement, or in opposition to the Settlement in the event there are objectors.

10. The Court reserves the right to adjourn or continue the date of the Settlement

1 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to  
2 the Settlement Class, and retains jurisdiction to consider all further applications arising out of or  
3 connected with the Settlement Agreement.

4 11. The Settlement Agreement shall not be construed as an admission or evidence of  
5 either liability or the appropriateness of class certification in the non-settlement context, as more  
6 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the  
7 rights of Defendant to oppose certification of a class in this action should the proposed Settlement  
8 not be granted final approval.

9 12. In the event the Effective Date occurs, which is defined in the Settlement as the  
10 date of entry of the final approval order, and Defendant funds the Settlement Fund and in further  
11 accordance with the Settlement Agreement, all Settlement Class Members who do not timely  
12 submit a Request for Exclusion from the Settlement will be deemed to have forever released and  
13 discharged the Settlement Class as set forth in the Settlement Agreement. In the event the  
14 Effective Date does not occur for any reason, the Settlement Agreement shall be deemed null and  
15 void and shall have no effect whatsoever.

16 13. All further proceedings in this action are stayed except such proceedings necessary  
17 to review, approve, and implement this Settlement.

18 **IT IS SO ORDERED.**

19  
20 Dated: FEB, 2023



**Elihu M. Berle**

Hon. Elihu M. Berle  
Judge of the Superior Court  
Elihu M. Berle / Judge

# EXHIBIT A

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED  
TO MONEY FROM A CLASS ACTION SETTLEMENT.**

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

If you worked in California for Network Medical Management at any time between October 26, 2017 through July 15, 2022, a class action settlement may affect your rights.

***A court ordered this notice. This is not a solicitation from a lawyer.***

Plaintiff Natasha Valenzuela, a former employee of Network Medical Management, Inc. (“Defendant” or Network Medical Management), sued Defendant alleging that Defendant violated various provisions of the California Labor Code and the California Business and Professions Code. The Honorable Elihu M. Berle, Judge of the Los Angeles County Superior Court, presides over this case. The lawsuit is known as *Natasha R. Valenzuela v. Network Medical Management, Inc.*, Los Angeles Superior Court, Case No. 20STCV39548 (“Litigation”).

The purpose of this Notice is to inform you of a proposed settlement (the “Settlement”) of the case. The Settlement is on behalf of all current or former California Network Medical Management employee who worked for Network Medical Management during the Class Period. The Class Period is the period between October 26, 2017 through July 15, 2022.

Because the Defendant’s records show that you qualify as a Settlement Class Member, you will receive money from the Settlement if the Court grants final approval of the Settlement, unless you decide to “opt out” of the Settlement.

Your legal rights may be affected whether you act or do not act. Read this Notice carefully. If you have questions, you can contact the lawyers for the Plaintiff (listed at the end of this Notice). Notwithstanding the terms of this settlement, Network Medical Management continues to deny any wrongdoing.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	You WILL be mailed a Settlement payment in the approximate amount stated on <b><u>Attachment A</u></b> to this Notice unless the Court decides not to grant “final approval” of the Settlement. By receiving a payment, you will be bound by the terms of the Settlement.
<b>OBJECT</b>	If you want to object to the Settlement for any reason, you must send the Settlement Administrator your objection in writing. Your objection must be post marked by <b>January 5, 2024</b> . If you wish to present your objection at the Final Fairness and Approval Hearing, you may also appear in person at your own expense or through the Court’s LA Court Connect website listed below. If you submit an objection, you will still

	be deemed a Settlement Class Member, covered by the Settlement's terms, and you will receive money from the Settlement.
<b>ASK TO BE EXCLUDED</b>	<p>If you do not wish to participate in the Settlement, you must send a letter requesting exclusion. You will get no payment in the Settlement. You will keep the right to sue the Defendant on your own about the claims resolved by this Settlement. Your request for exclusion must be post marked by <b>January 5, 2024</b>.</p> <p>However, because this settlement resolves claims and actions brought pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), no Class Member who worked at any time during the period from between October 26, 2017 through July 15, 2022 ("Alleged Aggrieved Employees") has the right to exclude himself or herself from the PAGA portion of the settlement. Alleged Aggrieved Employees will be bound by the terms of the Settlement and the release of the PAGA claims summarized herein, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement.</p>

This Notice explains your rights and options in detail. **To ask to be excluded (opt out) or to object to the settlement, you must follow the steps described in this Notice no later than January 5, 2024.**

**YOUR ESTIMATED SETTLEMENT AMOUNT:** Enclosed with this Notice is an individualized Statement of Weeks Worked Form ("Attachment A"), which will state your estimated settlement amount. The amount is calculated based on the number of weeks you worked in California for Network Medical Management and if you worked in a particular Subclass, as applicable, and the weighted Weekly Recovery, as described below, at any time between October 26, 2017 through July 15, 2022. **If there are errors on the form, you can follow the steps on the form to submit corrections. Any corrections must be submitted no later than January 5, 2024.**

\* \* \*

### **MORE DETAILED INFORMATION**

#### **I. WHAT IS THIS CASE ABOUT?**

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a class and representative action lawsuit pending before Judge Elihu M. Berle of the Superior Court of California for the County of Los Angeles (the "Court") entitled *Natasha R. Valenzuela v. Network Medical Management, Inc.*, Los Angeles Superior Court, Case No. 20STCV39548 ("Litigation"). This Notice is given by Order of the Court.

Natasha R. Valenzuela ("Class Representative" and "Plaintiff") brings this Litigation on behalf of all individuals who worked for Network Medical Management, Inc. ("Defendant") in California



in an exempt or non-exempt position (a “Covered Job Position”) at any time during between October 26, 2017 through July 15, 2022 (“Class Period”).

The Litigation alleges that Defendant (1) violated California Labor Code § 2802; and (2) violated of California Business & Professions Code §§ 17200, *et seq.* because it failed to reimburse Settlement Class Members for business related expenses. Plaintiff also alleges that Defendant violated the Private Attorneys Act (“PAGA”) and owes civil penalties under Labor Code section 2699 due to the alleged violation of Labor Code section 2802 and numerous other Labor Code and Wage order provisions.

Defendant does not admit engaging in any unlawful conduct as alleged in this Litigation and continues to deny the claims and charges of wrongdoing and liability.

## II. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendant denies that it owes money related to any of the allegations listed above. Defendant is settling the matter as a compromise and to avoid incurring unnecessary legal expense defending the matter. Defendant reserves the right to object to any claim if for any reason the Settlement fails.

The Settlement applies to all Settlement Class Members who do not timely submit a correctly completed Opt Out Letter. The determination of how much each Class Member will receive as part of this Settlement depends on the number of weeks worked within the Class Period during which he or she worked in a Covered Job Position (“Qualifying Work Weeks”).

The parties reached a Settlement in which Defendant’s total maximum liability, will not exceed Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00) (“Gross Settlement Amount”), plus the employer’s share of tax liabilities. All amounts to be paid by Defendant from the Gross Settlement Amount shall be paid to a qualified settlement fund (“Qualified Settlement Fund”), which shall be administered by ILYM Group, the Settlement Administrator.

Class Members will participate in the Settlement if they do not Opt Out. Class Members will not pay any out-of-pocket costs.

There was a hearing on October 2, 2023 in the Superior Court of California for the County of Los Angeles. The Court conditionally granted preliminary approval of the class action settlement Defendant and directed that you receive this Notice.

### A. Additional Payments from the Maximum Settlement Amount

All payments to the Settlement Class Members shall be made from the Qualified Settlement Fund, minus the payments below, which are subject to final approval from the Court.

#### 1. Fee and Cost Award for Class Counsel

Settlement Class Counsel filed the Litigation on behalf of Plaintiff and all other similarly situated individuals. Settlement Class Counsel conducted informal discovery and negotiated the settlement of this matter. Settlement Class Counsel will request attorneys’ fees in an amount of \$168,000.00

which represents 35% of the Gross Settlement Amount. Settlement Class Counsel will also request reimbursement of litigation costs and expenses in the amount of up to \$15,000. If approved by the Court, this amount will be paid from the Qualified Settlement Fund. These attorneys' fees and costs shall compensate Settlement Class Counsel for the work they have performed and will perform, and the expenses they have incurred and will incur, through any approved distribution of the Qualified Settlement Fund. Settlement Class Members will not be personally responsible for any of Settlement Class Counsel's attorneys' fees and costs.

## 2. Service Award to the Class Representative

Settlement Class Counsel will also seek an enhanced recovery of no more than \$5,000.00 for Natasha Valenzuela ("Service Award") for serving as representative Plaintiff on behalf of the Settlement Class. This will be in addition to whatever payment they are otherwise entitled to as a Settlement Class Member. If approved by the Court, this amount will be paid from the Settlement Fund.

## 3. Settlement Administration Costs

Settlement Administration Costs, estimated at \$12,500.00, will be paid to the Settlement Administrator, ILYM Group, Inc., for its services, including but not limited to distributing Class Notices to Settlement Class Members, processing Opt-Out Letters, calculating Settlement payments, and distributing Settlement payments to the Participating Claimants.

## 4. PAGA Penalties

Defendant shall pay \$25,000.00 for settlement of claims brought under the Private Attorneys' General Act ("PAGA") from the Qualified Settlement Fund. The PAGA payment shall be allocated as follows: \$18,750.00, (75%) to the California Labor & Workforce Development Agency ("LWDA"), and \$6,250.00 (25%) to PAGA Members (regardless of whether they opt out of the class settlement).

## B. Release of Claims

The proposed settlement is intended to settle all claims and causes of action of any nature and description whatsoever, whether known or unknown, that are, or which could have been asserted at any time in the Litigation based on the facts alleged in the First Amended Complaint.

The Released Claims for Settlement Class Members (*i.e.* Released Class Claims) who do not timely request exclusion and opt out of this Settlement includes all claims, actions, or causes of action made or which could have been made based upon or arising out of the facts as alleged in the First Amended Complaint, including all claims and all California Labor Code violations that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the First Amended Complaint and ascertained in the course of the Action including, without limitation, any and all claims involving any alleged failure to reimburse business expenses.

All Alleged Aggrieved Employees, regardless of whether they submit Opt Out Letters, and the State of California (to the extent permitted by law) shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties of and from any and all claims,

actions or causes of action under PAGA arising at any time during the PAGA Period that were alleged in the Litigation and/or the PAGA Notice Letter, or that could have been alleged or raised in the Litigation based upon or arising out of the facts alleged therein and/or in the PAGA Notice Letter, as well as any claims for attorney's fees and costs thereon. The claims released include any claim for civil penalties or other recovery under PAGA or related Labor Code penalty provisions alleged to be triggered by violation of any Labor Code provision or Wage Order provision set forth in the First Amended Complaint or the PAGA Notice Letter, including, without limitation, any and all claims involving any alleged failure to reimburse business expenses ("Released PAGA Claims").

"Released Parties" means Defendant Network Medical Management, Inc. and its respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives.

#### IF I CHOOSE TO PARTICIPATE, HOW IS MY SHARE OF THE SETTLEMENT CALCULATED?

The Settlement Class Members who do not submit a correctly completed Opt Out Letter shall receive an amount based on the number of Qualifying Work Weeks, worked in a particular Subclass, as applicable and the weighted Weekly Recovery for Network Medical Management during the Class Period.

There are two Subclasses: California employees of Defendant who had assigned works stations at Defendant's Place of Work at any time between March 15, 2020, and July 15, 2022) (the "Covid-19 Subclass"); and (2) California employees of Defendant who were employed by Defendant at any time during the Class Period and who did not have an assigned workstation at Defendant's place of business during the Class Period (the "No Work-Station Subclass").

The relative weight for a Qualifying Work Week for each Settlement Class Member equals 1; the relative weight for a Qualifying Work Week in which a Settlement Member is a member of the Covid-19 Subclass equals 2; and the relative weight for a Qualifying Work Week in which a Settlement Class member is a member of the No Workstation Subclass equals 3.

To determine the Weekly Recovery value for Qualifying Work Weeks, the Settlement Administrator will (1) take the total number of Qualifying Work Weeks worked by members of the Covid-19 Subclass and multiply that number by the relative weight of 2; (2) take the total number of Qualifying Work Weeks worked by members of the No WorkStation Subclass and multiply that number by the relative weight of 3; and (3) take the total number of Qualifying Work Weeks worked by a Settlement Class Member that is not covered by either Sub-Class. Once the Settlement Administrator has the total number of weighted Qualifying Work Weeks achieved by adding the results of steps (1), (2) and (3), the Settlement Administrator will divide the Class Member Settlement Fund by that number of weighted Qualifying Work Weeks. The dollar amount achieved by step (3) is the Weekly Recovery value for each Qualifying Work Week. The Settlement Administrator shall compute the Weekly Recovery for each Settlement Class Member for the work weeks they are not part of any Subclass by multiplying the Weekly Recovery by the total Qualifying Work Weeks worked as Settlement Class Member. Certain Settlement Class

Members will receive Individual Payment Amounts as members of both the Covid-19 Subclass and the No Work Station Subclass; some Settlement Class Members will not be members of either Subclass. The sum of all the Settlement Class Members' Individual Payment Amounts shall equal the amount of the Class Member Settlement Fund.

**Your estimated Individual Class Member payment is included on Attachment A.**

### III. TAXABLE PORTION OF SETTLEMENT PAYMENTS

An IRS Tax Form 1099 will be issued with to each Settlement Class Member with regard to any monies the Settlement Class Member receives as part of this settlement. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

### IV. WHAT ARE MY RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

You have three options under this Settlement, discussed below: (A) opt out from the Settlement, (B) object to the Settlement, or (C) do nothing.

#### A. If You Want To Request Exclusion From The Settlement

If you do not wish to participate in the Settlement, you must send an Opt Out Letter bearing a postmark no later than January 5, 2024. The Opt Out Letter must be sent to [Settlement Administrator's Address]. The Opt Out Letter must: (1) state your name, (2) state that you do not wish to participate in the Settlement, and (3) that you request exclusion from the Settlement. Opt Out Letters must be made individually and cannot be made on behalf of a group of employees or on behalf of other Settlement Class Members. If you choose to opt out of the Settlement, you will not receive any money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendant. However, there are deadlines to pursuing such claims known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing any individual claims you might have if you decide to opt out of the Settlement.

The judgment will bind all Settlement Class Members who do not properly submit and complete an Opt Out Letter.

#### B. If You Want To Object To The Settlement

You may object, personally or through an attorney at your own expense, to the proposed Settlement by submitting in writing your objection to the Settlement Administrator no later than January 5, 2024. You may appear, but are not required to appear, at Final Fairness and Approval Hearing where your objection will be heard and considered by the Court.

If you do not comply with this procedure, you may not be entitled to be heard at the Final Fairness and Approval or judgments of the Court. If you submit a valid and timely Opt Out Letter, you cannot object to the Settlement.

Settlement Class Members are hereby notified that even if they object, they will still be deemed Settlement Class Members and will receive money from the Settlement if approved by the Court. You will be covered by the Settlement unless you opt out.

C. If You Choose To Do Nothing

If you do nothing, and the Court approves the Settlement, you will be bound by the terms of the Settlement and the release and you will receive money under the Settlement in the form of a check mailed by the Settlement Administrator.

D. What If The Statement Of Weeks Worked Is Incorrect?

If the weeks worked information or contact information on the Statement of Weeks Worked Form is incorrect, you should correct this information by completing and signing the enclosed Statement of Weeks Worked Form under penalty of perjury and mail it to the Settlement Administrator, with any supporting documents, no later than January 5, 2024. If the information is correct, you do not need to do anything with the form. If you lose, misplace, or need another Statement of Weeks Worked Form, you should contact the Settlement Administrator.

V. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will conduct a Final Fairness and Approval Hearing on **February 6, 2024** in Department 6 of the Superior Court of California, County of Los Angeles located at 312 N. Spring Street, Los Angeles, California 90012. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Service Award to be paid to the Class Representatives, and other payments discussed above. The Final Fairness and Approval Hearing may be continued without further notice.

**You are not required to attend the hearing, but if you wish to attend, you may attend the hearing by audio or video (remotely), which can be set up through LA Court Connect ([www.lacourt.org/lacc/](http://www.lacourt.org/lacc/)). A prescheduled appointment is currently necessary to review any documents in the clerk's office.**

VI. WHAT IF I NEED MORE INFORMATION?

The foregoing is only a summary of the Litigation and the proposed Settlement and does not purport to be comprehensive. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Los Angeles County Superior Court's website at <https://www.lacourt.org/documentimages/civilImages/SearchByCaseNumber.aspx>. After arriving at the website, enter 20STCV39548 as the case number and click "SEARCH." Images of every document filed in the case may be viewed for a minimal charge.

In addition, you can find a copy of this Notice, the Complaint, the Settlement Agreement, the Motion for Preliminary Approval, the Order Granting Preliminary Approval, and when available, the Motion for Final Approval, the Motion for Service Awards and Attorneys' Fees and Costs, and, the Order Granting Final Approval at the following website [[URL for website maintained by Administrator](#)].

If you have any questions, you can call the Settlement Administrator at 1-800-XXX-XXXX, toll free. You may also contact Settlement Class Counsel to ask about the Class Action Settlement. Settlement Class Counsel's contact information is as follows:

D.LAW, INC.  
Alvin B. Lindsay, Esq.  
880 E Broadway  
Glendale, CA 91205  
Telephone: (818) 962-6465  
Fax: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.  
David Yeremian, Esq.  
880 E Broadway  
Glendale, CA 91205  
Telephone: (818) 962-6465  
Fax: (818) 962-6469

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH  
INQUIRIES ABOUT THE SETTLEMENT.**

Hearing or to otherwise contest the approval of the Settlement, or to appeal from any related orders

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Paula M. Weber  
[Paula.weber@pillsburylaw.com](mailto:Paula.weber@pillsburylaw.com)  
**PILLSBURY WINTHROP SHAW PITTMAN LLP**  
 Four Embarcadero Center, 22nd Floor  
 San Francisco, CA 94111-5998

**[X] (BY ELECTRONIC SERVICE VIA CASE ANYWHERE)** Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere at [www.caseanywhere.com](http://www.caseanywhere.com) addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

Executed on October 5, 2023, at Glendale, California.

Natalia Bermudes