

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

Nora Ridge, et al. v. SimonMed Imaging, et al.
Superior Court of the State of California for the County of Los Angeles
Case No. 23SMCV04110

***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.***

This notice is to the following individuals in connection with a pending class action settlement:

All non-exempt individuals who worked for Defendants SimonMed Imaging, a Professional Corporation, SimonMed Imaging MSO, LLC, SMI Imaging, LLC, and Health Diagnostics of California, a Professional Corporation ("Defendants") or any of them, in California during the Class Period.

Read this notice carefully. Your legal rights could be affected whether you act or not.

You may be eligible to receive money from an employee class action lawsuit ("Action") against SimonMed Imaging, a Professional Corporation, SimonMed Imaging MSO, LLC, SMI Imaging, LLC, and Health Diagnostics of California, a Professional Corporation ("Defendants") for alleged wage and hour violations. The Action was filed by former employees Nora Ridge and Leticia Velazquez ("Plaintiffs") and seeks payment of (1) back wages for a class of hourly employees ("Class Members") who worked for Defendants, or any of them, during the Class Period (June 27, 2020 to April 7, 2024); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendants, or any of them, during the PAGA Period (June 19, 2022 to April 7, 2024) ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$<<MERGED_ClassAward>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<MERGED_PAGAAward>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked <<MERGED_ClassWW>> workweeks** during the Class Period and **you worked <<MERGED_PAGAPP>> pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Superior Court of the State of California for the County of Los Angeles (the "Court") has preliminarily approved this class and representative action lawsuit filed by Nora Ridge and Leticia Velazquez ("Class Representatives") against Defendants for alleged wage and hour violations (the "Lawsuit").

The Lawsuit is based on various allegations, including but not limited to Class Representative's claims that Defendants committed the following violations: (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Meal Period Violations, (4) Wage Statement Violations, (5) Waiting Time Penalties, (6) Failure to Timely Pay Earned Wages in Violation of Labor Code Sections 204 and 210; (7) Rest Period Violations, (8) Failure to Reimburse Business Expenses, (9) Failure to Pay Reporting Time Wages, (10) Failure to Pay Split Shift Wages, (11) Failure to Provide Notice of Paid Sick Time Accrual, (12) Violations of the Unfair Competition Law, (13) Claims for Personal Liability imposed under Labor Code Section 558.1; (14) Violations and Civil Penalties under PAGA, and (15) any other wage and hour claims arising out of Participating Class Members' alleged employment by Released Parties, or any of them, based on or arising out of the allegations of the Operative Complaint. Defendants deny all claims and maintains that they have each fully complied with the law.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
OPT OUT OF THE CLASS SETTLEMENT THE OPT-OUT DEADLINE IS SEPTEMBER 5, 2025	<p>You may opt out of the Class Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the Class Release provisions in the settlement. 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.</p> <p>If you are a PAGA Member, you cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
OBJECT TO THE CLASS SETTLEMENT PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT BUT NOT TO THE PAGA SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY SEPTEMBER 5, 2025	All Class Members who do not opt-out (“Participating Class Members”) can object to the Class 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 the Plaintiffs who brought the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
You Can Participate in the December 10, 2025 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on December 10, 2025. 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.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by September 5, 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period 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 September 5, 2025.

The Court’s final approval hearing is scheduled to take place on **December 10, 2025 at 8:30 a.m.** in Department M of the Los Angeles Superior Court, Santa Monica Courthouse, located at 1725 Main Street, Santa Monica, CA 90401. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representatives are non-exempt individuals who worked for Defendants. The Class Representatives alleged Defendants violated California labor and employment laws as follows: (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Meal Period Violations, (4) Wage Statement Violations, (5) Waiting Time Penalties, (6) Failure to Timely Pay Earned Wages in Violation of Labor Code Sections 204 and 210; (7) Rest Period Violations, (8) Failure to Reimburse Business Expenses, (9) Failure to Pay Reporting Time Wages, (10) Failure to Pay Split Shift Wages, (11) Failure to Provide Notice of Paid Sick Time Accrual, (12) Violations of the Unfair Competition Law, (13) Claims for Personal Liability imposed under Labor Code Section 558.1; (14) Violations and Civil Penalties under the Private Attorneys General Act ("PAGA"). Based on the same claims, Plaintiffs also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). The Class Representatives are represented by Haig B. Kazandjian Lawyers, APC ("Class Counsel.")

Defendants deny violating any laws and deny all allegations against them.

2. WHAT ARE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$950,000 and authorize the following deductions: Class Representatives' Service Payments (\$7,500.00 each and \$15,000.00 total), Class Counsel Attorneys' Fees which shall not exceed 33.3% of the Gross Settlement (currently estimated to be \$316,350.00), Class Counsel Litigation Costs (not to exceed \$14,500.00), the LWDA's 75% portion of the PAGA Payment (\$56,250.00), the PAGA Members' 25% portion of the PAGA Payment (\$18,750.00), and the Administration Expenses to be paid to the third-party settlement administrator (not to exceed \$7,650.00).

After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Class Period Workweeks. 20% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 80% shall constitute interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms.

Defendants will separately pay employer payroll taxes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by the September 5, 2025 "Response Deadline".

Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members for the duration of the Class Period, release Released Parties from all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the Operative Complaint against Defendants and/or Released Parties during the Class Period, including: 1. Failure to Pay Overtime Wages; 2. Failure to Pay Minimum Wages; 3. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7 and 512; 4. Failure to Keep Accurate and Provide Itemized Wage Statements in Violation of Labor Codes § 226 and the I.W.C. Wage Orders; 5. Failure to Pay Waiting Time Penalties in Violation of Labor Code § 201, 202, and 203; 6. Failure to Timely Pay Earned Wages in Violation of Labor Codes § 204 and 210; 7. Failure to Provide Rest Periods in Violation of Labor Code § 226.7 and the I.W.C. Wage Orders; 8. Failure to Reimburse Business Expenses in Violation of Labor Code § 2800 and 2802; 9. Failure to Pay Reporting Time Pay in Violation of I.W.C. Wage Orders; 10. Failure to Pay Split Shift Wages in Violation of I.W.C. Wage Orders; 11. Failure to Provide Notice of Paid Sick Time and Accrual in Violation of Labor Code § 246; 12. Unlawful Business Practices in Violation of Bus. & Prof. Code § 17200, et seq.; 13.

Employer and individuals Acting on Behalf of Employer's Personal Liability for Causing Labor Code Violations (Labor Code §558.1); and 14. Violation of California Private Attorneys General Act ("PAGA") Labor Code § 2698, et seq. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period June 27, 2020 through April 7, 2024.

PAGA Members' Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

PAGA Members' Release for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members, and Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, for the duration of the PAGA Period, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and the PAGA Notice, including, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226(a), 226.7, 246, 432, 510, 512(a), 558(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 11050(5)(A), 11050(4)(C), 2800, and 2802 as to the Aggrieved Employees and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The time period for this release is the PAGA Period of June 19, 2022 through April 7, 2024.

3. HOW WILL THE ADMINISTRATOR CALCULATE MY INDIVIDUAL CLASS SETTLEMENT PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$18,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until September 5, 2025 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

4. HOW CAN I CORRECT THE NUMBER OF WORKWEEKS?

The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until September 5, 2025 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents

will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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

The Administrator will accept Defendants' calculation of Workweeks or pay periods as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than September 5, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to complete the attached Request for Exclusion form, and mail it to the Administrator before the Response Deadline of September 5, 2025.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

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.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on December 10, 2025 at 8:30 a.m. in Department M of the Los Angeles Superior Court, **Santa Monica Courthouse**, located at 1725 Main Street, Santa Monica, CA 90401. 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 the LWDA, Class Counsel, the Class Representative(s), and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM' Group, Inc.'s website at <https://ilymgroup.com/simonmed>. You can also telephone or send an email to the Administrator or to either/both of the Counsel listed below. You may also consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV09367. In addition, you can make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel

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10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

11. WHAT IF I CHANGE MY ADDRESS?

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