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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN DIEGO**

15
16 KATHRYNE MARTINEZ-LOPEZ, et al.,

17 Plaintiff,

18 vs.

19 MEDAMERICA, INC., A Corporation, and
20 DOES 1 through 50, inclusive,

21 Defendants.
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Case No. 37-2020-00034393-CU-0E-CTL

**DECLARATION OF MADELY NAVA OF
ILYM GROUP, INC., IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 16, 2022

Time: 10:30 a.m.

Judge: Richard S. Whitney

Dept.: 68

1 I, Madely Nava declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the
4 professional settlement services provider who has been retained by the Parties’ Counsel and
5 subsequently appointed by the Court to serve as the Claims Administrator for the above captioned
6 *Martinez-Lopez v. MedAmerica, Inc.* matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved
14 and appointed by the Court to provide notification services and claims administration, pursuant
15 to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to
16 be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing
17 the *Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval*
18 (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion; (c)
19 resolving Settlement Class Members’ disputes over the number of workweeks Defendants have
20 record of them working during the Class Period, which was pre-printed on their individualized
21 Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing
22 settlement award checks; (f) handling tax withholdings as required by the Settlement and the
23 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
24 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
25 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On June 24, 2022, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On July 25, 2022, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable pay periods worked for each Settlement Class Member. The data
4 file was uploaded to our database and checked for duplicates and other possible discrepancies.
5 The Class List contained 314 individuals.

6 6. As part of the preparation for mailing, all 314 names and addresses contained in
7 the Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and
9 confirming the mailing addresses of the Class Members before mailing of the Notice Packet.
10 The NCOA contains requested change of addresses filed with the USPS. To the extent that an
11 updated address was found in the NCOA database, the updated address was used for the mailing
12 of the Class Notice Packet. To the extent that no updated address was found in the NCOA
13 database, the original address provided by Counsel for Defendants was used for the mailing of
14 the Class Notice Packet.

15 7. On August 15, 2022, the Class Notice Packet was mailed, via U.S First Class
16 Mail, to all 314 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true
17 and correct copy of the mailed Class Notice Packet. The Class Notice provided each Class
18 Member with the terms of the Settlement, including notice of the claims at issue and the
19 financial terms of the settlement, including the attorneys' fees, costs, and service award that were
20 being sought, how individual settlement awards would be calculated, and the specific, estimated
21 payment amount to that individual.

22 8. As of the date of this declaration, 20 Class Notice Packets have been returned to
23 our office as undeliverable. Of the 20 returned Class Notice Packets, 12 were returned with a
24 forwarding address and promptly re-mailed to the forwarding address provided. ILYM Group
25 performed a computerized skip trace on the 8 returned Class Notice Packets that did not have a
26 forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Class
27 Notice Packet. As a result of this skip trace, 6 updated addresses were obtained and the Class
28 Notice Packet was promptly re-mailed to those Class Members, via U.S First Class Mail.

1 9. As of the date of this declaration, a total of 18 Class Notice Packets have been re-
2 mailed. Specifically, 12 were re-mailed as a result of a forwarding address provided by the
3 USPS, 6 have been re-mailed as a result of ILYM Group's skip tracing efforts.

4 10. As of the date of this declaration, a total of 2 Class Notice Packets have been
5 deemed undeliverable as no updated address was found notwithstanding the skip tracing.

6 11. As of the date of this declaration, ILYM Group has received 1 request for
7 exclusion from Crystal Webb. The deadline to request exclusion from the Settlement was
8 September 29, 2022.

9 12. As of the date of this declaration, ILYM Group has not received any objections to
10 the Settlement. The deadline to submit a written objection to the Settlement was September 29,
11 2022.

12 13. As of the date of this declaration, ILYM Group will report a total of 313
13 Participating Class Members, representing 99.68% of the 314 Class Members.

14 14. Participating Class Members will receive a proportional share of the Net
15 Settlement Amount through individual settlement payments, based on the number of pay periods
16 worked by Class Members during the Class Period. The Net Settlement Amount is the amount
17 remaining after deduction of the Court-approved payments from the Gross Settlement Amount for
18 Class Counsel Fees and Litigation Costs, the Class Representative Service Payment, Settlement
19 Administration Expenses to ILYM Group, and the PAGA Payment allocation, e.g.,

20 Gross Settlement Amount	\$400,000.00
21 Class Counsel Fees	\$133,333.00
22 Class Counsel Expenses	\$30,000.00
23 Class Representative Service Payment	\$10,000.00
24 ILYM Group Fees	\$9,967.38
25 PAGA Allocation to LWDA	\$18,750.00
26 PAGA Allocation to Aggrieved Employees	\$6,250.00
27 Net Settlement Amount	\$191,699.62

1 To determine a Participating Class Member's individual settlement award payment, the
2 distribution shall be divided among all Participating Class Members on a pro rata basis, based on
3 the ratio of the Applicable Pay Periods worked by each Participating Class Member during the
4 Class Period, to the total number of Applicable Pay Periods worked by all Participating Class
5 Members during the Class Period. Based on these calculations, the Participating Class Members
6 will receive an estimated average gross payment of \$632,31, with the estimated highest gross
7 payment being \$1,187.04.

8 15. ILYM Group's total fees and costs for services in connection with the
9 administration of this Settlement, which includes fees and costs incurred to-date, as well as
10 anticipated fees and costs for completion of the settlement administration, are \$9,967.38. ILYM
11 Group's work in connection with this matter will continue with the calculation of the settlement
12 award payments, issuance and mailing of the settlement award checks, the necessary tax filing
13 and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the
14 Court orders ILYM Group to perform.

15 I declare under penalty of perjury under the laws of the State of California and the United
16 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
17 was executed this 17th day of November 2022, at Tustin, California.

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MADELY NAVA

EXHIBIT “A”

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

**(Kathryne Martinez-Lopez v. MedAmerica, Inc., Superior Court of the State of California,
County of San Diego, Case No. 37-2020-00034393-CU-OE-CTL)**

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Class_Estimated_Settlement_Amount». See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

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 Plaintiff Kathryne Martinez-Lopez ("Plaintiff") and Defendant MedAmerica, Inc. ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All current and former non-exempt employees employed by MedAmerica, Inc., who worked in California at any time during the Class Period.

The Class Period is April 15, 2019 through October 15, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 28, 2020, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Diego (the “Complaint”), alleging a single cause of action against Defendant seeking recovery of civil penalties under the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

Plaintiff is filing a First Amended Complaint against Defendant to add class action allegations limited to the Class and Class Period and to add the following causes of action under California law on behalf of the Class: (1) failure to provide meal periods or pay premium wages for missed, denied, or unauthorized meal periods; (2) failure to provide rest breaks, or premium wages for missed, denied, or unauthorized rest breaks; (3) failure to pay overtime wages; (4) failure to pay minimum wage, including the prevailing minimum wage, off-the-clock claims, and payment for all hours worked; (5) failure to timely pay wages during employment; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records, including failure to keep accurate and complete payroll records; (8) failure to furnish accurate itemized wage statements or provide fully and accurately itemized wage statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (10) California Civil Code section 558 penalties and civil penalties pursuant PAGA; and (11) unfair and unlawful business practices, in violation of Business and Professions Code section 17200 *et. seq.* This lawsuit is referred to as the “Action”.

Defendant denies and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were 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 complied with California wage statement requirements; that Defendant did not fail to provide required reimbursement of expenses; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on June 23, 2022. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars (\$400,000) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within fifteen (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” means the date when the Settlement becomes final, which is 65 days after the date when the Final Approval Order and Judgment in this Action is entered, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Approval Order and Judgment, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the California Supreme Court, whichever is earlier. Fifteen (15) days after the settlement is

funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$10,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$133,333 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) 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 Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$25,000 relating to the claim for penalties under the Private Attorneys General Act (“PAGA”), \$18,750 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$6,250 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period (April 15, 2019 to October 15, 2021). The “Aggrieved Employees” are all individuals who worked for Defendant in California as non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$191,667, based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members as reflected in their dates of employment to determine a dollar amount per week (“Pay Period Rate”); and (b) the Settlement Administrator shall then take the number of pay periods worked by each Participating Class Member, individually, and multiply it by the Pay Period Rate to calculate each Participating Class Member’s respective Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share 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 Settlement 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 Settlement Share 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 Settlement Share is in settlement of claims for interest and for penalties allegedly 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 Defendant's 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 is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date, the Participating Class Members will release Defendant and the other Released Parties from all claims as pled in the First Amended Complaint which will include class claims based on the facts of the operative Complaint including claims for (1) failure to provide meal periods or pay premium wages for missed, denied or unauthorized meal periods; (2) failure to provide rest breaks, or pay premium wages for missed, denied or unauthorized rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages, including the prevailing minimum wage, off-the-clock claims, and payment for all hours worked; (5) failure to timely pay wages during employment; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records, including failure to keep accurate and complete payroll records; (8) failure to furnish accurate itemized wage statements or provide fully and accurately itemized wage statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (10) California Civil Code section 558 penalties and civil penalties pursuant to PAGA; and (11) unfair and unlawful business practices, as well as any known or unknown wage and hour claims that were asserted or could have been asserted based on the factual allegations contained in the operative Complaint as amended. This includes claims for unpaid wages, meal periods and rest breaks and related penalties, expense reimbursements, waiting time penalties, payroll stub violations and claims for civil penalties under Labor Code section 2698 et seq., Labor Code sections 201-204 et seq., 210, 226, 226.3, 226.7, 232, 232.5, 351, 432.5, 510, 511, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5(k), 1198, 1199, 2699.3, 2802, IWC Wage Orders 4-2001 and 7(A)(3), and any other applicable wage orders, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and Title 8, Section 1 1070(14), Business and Professions Code section 17200 et seq., and claims or potential claims for attorneys' fees and costs ("Released Class Claims"). The Class Release shall include all Released Class Claims during the Class Period.

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

Released PAGA Claims. As of the Effective Date, the Aggrieved Employees will release Defendant and the other Released Parties from any and all PAGA claims for civil penalties premised upon the facts and allegations in the Complaint or First Amended Complaint as well as any and all claims for civil penalties that were asserted or could have been asserted based on the factual allegations contained in the Complaint, First Amended Complaint, or any amended complaints which arose during the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted an Election Not to Participate in Settlement (i.e., the Judgment on this Settlement will have res judicata effect as to the PAGA claim for all Aggrieved Employees, regardless of whether they opt-out of the Settlement). This Settlement shall also be effective to adjudicate and release the

claims and/or rights of the LWDA to recover civil penalties against the Released Parties on behalf of the Aggrieved Employee for any of the Released PAGA Claims (i.e., the Judgment on this Settlement will have res judicata effect as to those Released PAGA Claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

5. How much will my payment be?

The Pay Period Rate is estimated to be \$17.31. Defendant's records reflect that you have worked «PAGA_Pay_Periods» pay periods for Defendant during the Class Period (April 15, 2019 to October 15, 2021).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is \$«Class_Estimated_Settlement_Amount».

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than September 29, 2022.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781 or (888) 250-6810.

The Court will hold a Final Approval Hearing on December 16, 2022, at 10:30 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 award to the Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, usually 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 a Settlement Share from the Settlement, and you will not be bound by the Settlement 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 allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than September 29, 2022. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Martinez-Lopez v. MedAmerica, Inc.* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Martinez-Lopez v. MedAmerica, Inc.*, Case No. 37-2020-00034393. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after September 29, 2022, or are incomplete or unsigned may be

rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendants, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Martinez-Lopez v. MedAmerica, Inc.*, in the Superior Court of the State of California, County of San Diego, Case No. 37-2020-00034393.

All written objections must be mailed to the Settlement Administrator at ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, no later than September 29, 2022.

Alternatively, Class Members may appear remotely at the Final Approval Hearing on December 16, 2022, at 10:30 a.m. to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Barbara Antonucci
Nicholas Morrell
Constangy, Brooks, Smith & Prophete, LLP
601 Montgomery Street, Suite 350
San Francisco, CA 94111

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 10:30 a.m. on December 16, 2022, at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 68 before Judge Richard S. Whitney. 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 payment to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If the hearing is continued, notice will

be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Martinez-Lopez v. MedAmerica, Inc.* 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://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2020-00034393.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (888) 250-6810 or write to *Martinez-Lopez v. MedAmerica, Inc.* Settlement Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781; or contact Class Counsel at 1-858-551-1223.

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 under "Class Notices" for *Martinez-Lopez v. MedAmerica, Inc.* 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://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2020-00034393. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check where the individual may claim the money.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.