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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

XAVIER DREMME, CHRISTINA
BONNIWELL, and ALEXIS MONROE,
individually, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

AURORA-SAN DIEGO, LLC, a California
Limited Liability Company; SIGNATURE
HEALTHCARE SERVICES, LLC, a Limited
Liability Company; and DOES 1 through 50
inclusive,

Defendants.

Case No. 37-2021-00007280-CU-OE-CTL

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

Date: February 16, 2024

Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack
Dept.: 71

1 I, Christina Fowler, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Operations 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 *Dremee et al. v. Aurora San Diego, LLC* 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 and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval*
18 (referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c)
19 resolving Class Members’ disputes over the number of pay periods Defendants have record of
20 them working during the Class Period; (d) calculating individual settlement award amounts; (e)
21 processing and mailing settlement award checks; (f) handling tax withholdings as required by the
22 Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
23 (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and
24 (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to
25 perform.

26 4. On September 28, 2023, ILYM Group received the Court approved text for the
27 Class Notice Packet. ILYM Group prepared a draft of the formatted Class Notice Packet, which
28 was approved by the Parties’ Counsel prior to mailing.

1 5. On October 11, 2023, 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 Class Member. The data file was
4 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
5 List contained 640 individuals.

6 6. As part of the preparation for mailing, all 640 names and addresses contained in the
7 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 confirming
9 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
10 contains requested change of addresses filed with the USPS. To the extent that an updated address
11 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
12 Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

14 7. On October 20, 2023, the Class Notice Packet was mailed, via U.S First Class Mail,
15 to all 640 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
16 correct copy of the mailed Class Notice Packet.

17 8. As of the date of this declaration, 45 Class Notice Packets have been returned to our
18 office. Of the 45 returned Class Notice Packets, none were returned with a forwarding address.
19 ILYM Group performed a computerized skip trace on the 45 returned Class Notice Packets that did
20 not have a forwarding address, in an effort to obtain an updated address for the purpose of re-
21 mailing the Class Notice Packet. As a result of this skip trace, 31 updated addresses were obtained
22 and the Class Notice Packet was promptly re-mailed to those Class Members, via U.S First Class
23 Mail.

24 9. As of the date of this declaration, a total of 31 Class Notice Packets have been re-
25 mailed. Specifically, none were re-mailed as a result of a forwarding address provided by the USPS
26 and 31 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

27 10. As of the date of this declaration, a total of 31 Class Notice Packets have been
28 deemed undeliverable. Specifically, 31 have been deemed undeliverable as no updated address

1 was found notwithstanding the skip tracing.

2 11. As of the date of this declaration, ILYM Group has not received any requests for
3 exclusion. The deadline to request exclusion from the Settlement was December 4, 2023

4 12. As of the date of this declaration, ILYM Group has not received any objections to
5 the Settlement. The deadline to submit a written objection to the Settlement was December 4,
6 2023.

7 13. As of the date of this declaration, ILYM Group will report a total of 640
8 Participating Class Members, representing 100% of the 640 Class Members.

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

Gross Settlement Amount	\$ 500,000.00
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Class Counsel Fees	\$ 166,666.67
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Class Counsel Litigation Costs	\$ 20,000.00
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Service Payments (x3)	\$ 30,000.00
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Administration Fees	\$ 15,500.00
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LWDA Payment	\$ 75,000.00
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Aggrieved Employees Allocation	\$ 25,000.00
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Net Settlement Amount (estimated)	\$ 167,833.33
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23 15. To determine a Participating Class Member's individual settlement award payment,
24 the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of
25 the Applicable pay periods worked by each Class Member during the Class Period, to the total
26 number of Applicable Pay periods worked by all Class Members during the Class Period. There
27 are 640 Participating Class Members who worked 20,433 pay periods during the Class Period.
28 Based on these calculations, the Participating Class Members will receive an estimated average

1 gross payment of \$262.65, with the estimated highest gross payment being \$657.11, and the
2 estimated lowest gross payment being \$8.21.

3 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$25,000) will be allocated
4 to Aggrieved Employees regardless of whether he or she opts out of the Class Settlement (“PAGA
5 Group Member Fund”) Aggrieved Employees cannot opt out of the PAGA Settlement. The
6 Employee PAGA Amount is allocated on a *pro rata* basis using their PAGA pay periods. There are
7 640 Aggrieved Employees who worked 20,433 pay periods during the PAGA period. The *highest*
8 Individual PAGA Share to an Aggrieved Employee is currently estimated to be approximately
9 \$97.88, the *average* Individual PAGA Share is currently estimated to be approximately \$39.12 and,
10 the *lowest* Individual PAGA Share is currently estimated to be approximately \$1.22.

11 17. ILYM Group’s total fees and costs for services in connection with the administration
12 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
13 costs for completion of the settlement administration, are \$15,500.00. ILYM Group’s work in
14 connection with this matter will continue with the calculation of the settlement award payments,
15 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
16 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
17 Group to perform.

18 I declare under penalty of perjury under the laws of the State of California and the United
19 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
20 was executed this 11th day of December 2023, at Tustin, California.

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CHRISTINA FOWLER

EXHIBIT “A”

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

**(Dremee v. Aurora San Diego, LLC, Superior Court of the State of California,
County of San Diego Case No. 37-2021-00007280-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 Individual Class Payment is: \$MERGED_EstSettClassAmnt_CALC. 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 Class Notice. In exchange for the Individual Class Payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is December 4, 2023	To exclude yourself, you must send a written request for exclusion to the 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 exclude yourself, you must notify the Administrator as explained in Section 7 below by the Response Deadline.
Object The Response Deadline is December 4, 2023	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. The Final Approval Hearing is scheduled for February 26, 2024 at 9:30 a.m. in Department 71 of the Superior Court for the County of San Diego located at 330 West Broadway, San Diego, CA 92101.

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 to participate in the Settlement as proposed, you do not 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 Receive this Notice?

A proposed class action settlement ("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 Christina Bonniwell, Alexis Monroe, and Xavier Dremee ("Plaintiffs") and Defendant Aurora San Diego, LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement, the terms of which are set forth in the Class Action and PAGA Action Settlement Agreement ("Agreement").

You have received this Class 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 Defendant in California who were classified as non-exempt employees during the Class Period.

The Class Period is July 30, 2019 to August 16, 2022.

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 February 19, 2021, Plaintiff Xavier Dremee filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego alleging class claims against Defendant for: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to reimburse employees for required expenses, failure to provide accurate itemized statements, and, failure to timely pay wages when due, along with a representative cause of action for civil penalties under the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”), and individual claims for discrimination, retaliation and wrongful termination. On April 7, 2021, Plaintiff Xavier Dremee filed a First Amended Complaint. On June 25, 2021, Plaintiff Xavier Dremee filed a Request for Dismissal of Class Claims Without Prejudice and Individual Claims Without Prejudice. The Request was granted on June 30, 2021, leaving only the representative PAGA claim.

On August 17, 2023, as part of this Settlement, Plaintiffs filed a Second Amended Complaint added Christina Bonniwell and Alexis Monroe as Plaintiffs and re-alleged the class claims against Defendant for: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to reimburse employees for required expenses, failure to provide accurate itemized statements, and, failure to timely pay wages when due, along with the representative PAGA claim. This lawsuit is referred to as the “Action” and the Second Amended Complaint is the “Operative Complaint” in the Action.

Defendant denies and disputes all such claims and asserts that it has no liability to any of the Plaintiffs or Class Members. Specifically, Defendant contends that Plaintiffs and the Class Members were properly compensated for all hours worked and were paid all wages owed under applicable law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Plaintiffs and Class Members received wage statements satisfying statutory requirements; Defendant reimbursed Plaintiffs and Class Members for all necessary business related expenses; timely paid all wages due, including at the time of separation; and therefore it is not liable for any of the damages or penalties claimed or that could be claimed in the Action. Further, Defendant contends that this Action cannot be maintained as a class or PAGA representative action. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, both of which expressly deny any and all liability.

The Court has not ruled on the merits of Plaintiffs’ claims and has not formed any opinions concerning the merits of Plaintiffs’ claims. The Court has only determined that there is sufficient evidence to suggest that the Settlement may be fair, reasonable, and adequate. The Court granted preliminary approval of the Settlement on September 21, 2023. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the Terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Penalties. 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” is the date the Judgment is entered, or if there are objections or any appeal, the date 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.

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 Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$17,000, for expenses including, without limitation, expenses of notifying Class Members of the Settlement, processing opt outs, distributing Individual Class Payments 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 \$166,666.66, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$20,000. 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) 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 to exceed Ten Thousand Dollars (\$10,000.00) each to the Plaintiffs, 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 amounts to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A PAGA Penalties payment of \$100,000 relating to the claim for civil penalties under the PAGA, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) will be distributed as Individual PAGA Payments to the Aggrieved Employees based on their respective PAGA Pay Periods worked during the PAGA Period (July 30, 2019 to August 16, 2022). “Aggrieved Employees” mean all individuals who were employed by Defendant in California and classified as non-exempt employees during the PAGA Period. All Aggrieved Employees will be sent their Individual 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 Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class Payments to Participating Class Members. The Net Settlement Amount is estimated to be at least \$166,333.33, based upon the above proposed deductions. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member, which shall be 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.

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. Ten Percent (10%) 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. Ninety Percent (90%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for interest and 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 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; therefore, 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. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Defendant and the other Released Parties shall receive a release from the Participating Class Members of all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notices which occurred during the Class Period, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., Business & Professions Code §§ 17200, et seq., IWC Wage Orders, Sections 5, 7, 14, and all other applicable sections of IWC Wage Orders. Except as expressly set forth in this Agreement, 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 class claims based on facts occurring outside the Class Period (“Released Class Claims”).

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Defendant and the other Released Parties shall be entitled to a release from the State of California and the Aggrieved Employees of all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notices sent by Plaintiffs that occurred during the PAGA Period as to the Aggrieved Employees, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., IWC Wage Orders, Sections 5, 7, 14, and all other

applicable sections of IWC Wage Orders (“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 a request for exclusion from the Class. The Released PAGA Claims do not include other PAGA claims not alleged in the Operative Complaint and PAGA Notices, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

The “Released Parties” are: Aurora San Diego, LLC and Signature Healthcare Services, LLC and all of their related companies, parents, subsidiaries, current and former, and future owners, shareholders, officers, directors, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

5. How Much Will my Payment Be?

Defendants’ records reflect that you have worked [MERGED_ClassPP] Pay Periods for Defendant during the Class Period (July 30, 2019 to August 16, 2022).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$ MERGED_EstSettClassAmnt_CALC.

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 Administrator at the address provided in this Class Notice no later than the “Response Deadline” which is December 4, 2023.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the 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.

6. How Can I Receive 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 can be contacted at: Dremee v. Aurora San Diego, LLC, ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781 or (888) 250-6810.

The Court will hold a Final Approval Hearing on February 16, 2024 at 9:30 a.m. to decide whether to approve the Settlement and to fix the amounts to be paid as attorneys’ fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed by the Settlement Administrator approximately two months after the Final Approval Hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What If I Do Not Want to Be Part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” 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 of whether they submit a request for exclusion.

To opt out, you must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline of December 4, 2023. The request to opt-out must be postmarked 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 *Dremee v. Aurora San Diego* lawsuit; (2) contain the name, address, and the telephone number or email address 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 *Dremee v. Aurora San Diego*, Case No. 37-2021-00007280-CU-OE-CTL. 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 Administrator is Dremee v. Aurora San Diego, LLC, ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Written requests for exclusion that are submitted after the Response Deadline, 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 Do Not 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 payments, either in writing or in person. Objections that are in writing should state the Class Member's name, address, telephone number, and the dates of employment by Defendant in California, 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 *Dremee v. Aurora San Diego*, San Diego Superior Court Case No. 37-2021-00007280-CU-OE-CTL.

All written objections must be mailed to the Administrator at *Dremee v. Aurora San Diego, LLC, ILYM Group, Inc.*, P.O. Box 2031, Tustin, CA 92781, no later than the Response Deadline which is December 4, 2023.

Alternatively, Class Members may appear at the Final Approval Hearing on February 16, 2024 at 9:30 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 - <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 Individual Class Payment.

The contact information for the Parties' counsel is below:

Attorneys for Plaintiffs, the Class and Aggrieved Employees:

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

Attorneys for Defendant:

Soojin Kang
Ashleigh Kasper
O'Hagan Meyer LLP
550 S. Hope St. Ste 2400
Los Angeles, CA 90071
Tel: (213)647-0086
Email: skang@ohaganmeyer.com

9. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing at 9:30 a.m. on February 16, 2024, at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 71 before Judge Gregory W. Pollack. 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. 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. 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. 37-2021-00007280.

10. How Do I Receive More Information About the Settlement?

You may call the Administrator at (888) 250-6810 or write to *Dremee v. Aurora San Diego, LLC, ILYM Group, Inc.*, P.O. Box 2031, Tustin, CA 92781 or contact Class Counsel listed above.

This Class Notice summarizes the proposed Settlement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service payment, the motion for final approval, or other Settlement documents from Class Counsel's website at www.bamlawca.com under "Class Notices" for *Dremee v. Aurora San Diego*. 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. 37-2021-00007280. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement check.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the individual who did not cash their check. Funds can be claimed by such individuals by submitting a claim at www.claimit.ca.gov or by calling 800-992-4647.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.