

James R. Hawkins (SBN 192925)
Isandra Fernandez (SBN 220482)
Anthony Draper (SBN 344391)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, AMBER PALMA
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

AMBER PALMA on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

VOLUNTEERS OF AMERICA
NORTHERN CALIFORNIA AND
NORTHERN NEVADA, INC., a California
Company, and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2020-00282148 (consolidated
with Case No. 34-2021-00301329-CU
OEGDS)

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

Date: November 21, 2025
Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept.: 22

Reservation Number: A-282148-004

1 I, Nathalie Hernandez, 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 professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Palma v.*
6 *Volunteers of America Northern California and Northern Nevada, Inc* matter. I am authorized to
7 make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the
8 facts herein, and, if called upon to 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 settlement administration, pursuant to
15 the 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 Class and PAGA Action Settlement* (referred to as “Notice Packet”); (b) receiving and
18 processing requests for exclusion; (c) resolving Settlement Class Members’ disputes over the
19 number of workweeks Defendant has record of them working during the Class Period, which was
20 pre-printed on their individualized Class Notice; (d) calculating individual settlement award
21 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
22 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
23 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
24 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
25 orders ILYM Group to perform.

26 4. On July 9, 2025, 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 August 6, 2025, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, personnel number, social security number, last known
3 mailing address, last known telephone number, employment dates, class workweeks and PAGA
4 pay periods for each Settlement Class Member. The data file was uploaded to our database and
5 checked for duplicates and other possible discrepancies. The Class List contained 1,241 Class
6 Members with 91,638 workweeks during the Class Period, 1,865 Background Check Class
7 Members and 807 Aggrieved Employees with 28,807 pay periods.

8 6. As part of the preparation for mailing, all 2,125 names and addresses contained in
9 the Class List were then processed against the National Change of Address (“NCOA”) database,
10 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
11 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
12 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
13 address was found in the NCOA database, the updated address was used for the mailing of the
14 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
15 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

16 7. On September 4, 2025, the Notice Packet was mailed, via U.S First Class Mail, to
17 all 2,125 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
18 correct copy of the mailed Notice Packet.

19 8. As of the date of this declaration, 620 Notice Packets have been returned to our
20 office as undeliverable. ILYM Group performed a computerized skip trace on the 620 returned
21 Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for
22 purpose of re-mailing the Notice Packet. As a result of this skip trace, 406 updated addresses were
23 obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via
24 U.S First Class Mail.

25 9. As of the date of this declaration, a total of 406 Notice Packets have been re-mailed.
26 Specifically, 406 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 214 Notice Packets have been deemed
28 undeliverable. Specifically, 214 were deemed undeliverable as no updated address was found

1 notwithstanding the skip tracing.

2 11. As of the date of this declaration, ILYM Group has received one request for
3 exclusion. The deadline to request exclusion from the Settlement was October 20, 2025.

4 12. As of the date of this declaration, ILYM Group has not received any objections to
5 the Settlement. The deadline to file an objection to the Settlement was October 20, 2025.

6 13. As of the date of this declaration, ILYM Group will report a total of 2,124
7 Participating Claimants, representing 99.95% of the 2,125 Settlement Class Members.

8 14. Participating Claimants will receive a proportional share of the Net Settlement Fund
9 through individual settlement payments, based on the number of workweeks worked by Class
10 Members during the Class Period. The Net Settlement Fund is the amount remaining after
11 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
12 and Litigation Costs, the Class Representative Enhancement Award, Settlement Administration
13 Fees to ILYM Group, LWDA, Aggrieved Employees, and Background Check, e.g.,

14	Gross Settlement Fund	\$ 1,100,000.00
15	Class Counsel Fees	\$ 385,000.00
16	Class Counsel Litigation Costs	\$ 20,000.00
17	Enhancement Award - Amber Palma	\$ 7,500.00
18	Administration Fees	\$ 15,850.00
19	LWDA	\$ 41,250.00
20	Aggrieved Employees	\$ 13,750.00
21	Background Check	\$ 36,000.00
22	Net Settlement Fund (estimated)	\$ 580,650.00

23 To determine a Participating Wage and Hour Class Member's Payment, the Net Settlement Fund
24 will be divided by the total number of Workweeks worked by all Participating Class Members
25 during the Class Period and multiplying the result by each Participating Class Member's
26 Workweeks. Based on these calculations, the Participating Wage and Hour Class Members will
27 receive an estimated average gross payment of \$468.27, with the estimated highest gross payment
28 being \$3,009.84, and the estimated lowest gross payment being \$0.34.

15. Each Participating Background Check Class Member's Payment will be calculated by dividing the Background Check Fund of \$36,000 equally among the Participating Background Check Class Member. Based on these calculations, the Participating Wage and Hour Class Members will receive an estimated payment of \$19.30.

16. The Aggrieved Employees, Individual PAGA Payment will be calculated by dividing the amount of the Aggrieved Employees' 25% (\$13,750.00) share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Based on these calculations, the Aggrieved Employees will receive an estimated average gross payment of \$17.04, with the estimated highest gross payment being \$60.62, and the estimated lowest gross payment being \$0.48.

17. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$15,850.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 29th day of October 2025, at Tustin, California.

Nathalie Hernandez
NATHALIE HERNANDEZ

EXHIBIT “A”

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

*Amber Palma v. Volunteers of America Northern California and Northern Nevada, Inc.,
Case Nos. 34-2020-00282148 and 34-2021-00301329 (Sacramento Superior Court)*

*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.*

You may be eligible to receive money from two employee class action lawsuits (“Actions”) against Volunteers of America Northern California and Northern Nevada, Inc., (“Defendant”) for alleged wage and hour violations and background check violations. The Actions were filed by a former employee Amber Palma (“Plaintiff”) and seek the following: payment of (1) back wages and other relief for a class of non-exempt employees who worked for Defendant in the state of California (“Wage and Hour Class Members”) during the Wage and Hour Class Period (July 23, 2016 to June 3, 2024); (2) payment to all persons who executed Defendant’s disclosure form to obtain consumer reports for employment purposes in the state of California (“Background Check Class Members”) during the Background Check Class Period (May 5, 2016 to June 3, 2024) and (3) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California during the PAGA Period (July 23, 2019 to June 3, 2024) (“Aggrieved Employees”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Wage and Hour Class Payment as non-exempt employee of Defendant is estimated to be \$«Class_Estimated_Settlement_Amount» (less withholding). Your Individual Background Check Class Payment is estimated to be \$«BACKGROUND_CHECK_Estimated_Settlement_Am». Your Individual PAGA Payment is estimated to be \$«PAGA_Estimated_Settlement_Amount».** The actual amount you may receive likely will be different and will depend on a number of factors. Also, please note that if no amount is stated for your Individual PAGA Payment, Individual Wage and Hour Class Payment and/or Individual Background Check Class Payment, then according to Defendant’s records you are not eligible for an Individual Payment under the Settlement because you didn’t work during those time periods.

The above estimates are based on Defendant’s records showing that **you worked «Class_Workweeks» workweeks as a non-exempt employee of Defendant** during the Wage and Hour Class Period and **you worked «PAGA_Pay_Periods» pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

If you are part of the Background Check Class, the amount you are receiving is an equal share of the Background Check Settlement Fund of \$36,000.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant as a non-exempt employee and/or executed Defendant’s disclosure forms for Defendant to obtain background check reports for employment purposes during the Class Periods referenced above, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Wage and Hour Class Payment and/or Background Check Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and/or background check claims against Defendant.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims and/or background check claims against Defendant.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for Individual Class Payment (s) and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims and/or background check claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is October 20, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for any Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by October 20, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the November 21, 2025 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on November 21, 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. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by October 20, 2025	The amount of your Individual Wage and Hour Class Payments (if any) depend on how many workweeks you worked at least one day during the Class Period. The number of Class Period Workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by October 20, 2025. See Section 4 of this Notice. The amount of your individual Background Check Class Payment is a pro rata share of the Background Check Settlement Fund of \$36,000.

1. WHAT IS THE ACTION ABOUT?

Plaintiff Amber Palma is a former non-exempt hourly employee of Defendant. The wage and hour Action accuses Defendant of violating California labor laws by failing to pay lawful wages; failure to provide meal periods; failure to permit rest breaks; failure to provide accurate itemized wage statements; failure to pay wages timely and Violation of Business and Professions Code §§ 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). (Case No. 34-2020-00282148). The background check Action accuses Defendant of improperly conducted employee background checks without providing the proper disclosures and obtaining authorization in violation of the Fair Credit Reporting Act (“FCRA”), Investigative Consumer Reporting Agencies Act (“ICRAA”) Consumer Credit Reporting Agencies Act (“CCRAA”) (Case No. 34-2021-00301329) Plaintiff is represented by attorneys in the Action: James Hawkins, Isandra Y. Fernandez, and Lance Dacre of James Hawkins APLC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a mediator, who is a retired judge, in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,100,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Wage and Hour Class Payments, Individual Background Check Class Payments, Individual PAGA Payments, Class Representative Service Award, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than fifteen (15) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount (“GSA”), the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$385,000 (35% of the GSA) to Class Counsel for attorneys’ fees and Attorneys’ Expense payment to Class Counsel not to exceed \$20,000 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as a Class Representative Service Award to Plaintiff for filing the Actions, working with Class Counsel and representing the Classes and Aggrieved Employees. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payment.
 - C. Up to \$23,000 to the Administrator for services administering the Settlement.
 - D. Up to \$55,000 for PAGA Penalties, allocated 75% (\$41,250) to the LWDA PAGA Payment and 25% (\$13,750) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

- E. The amount of \$36,000 allocated to the settlement of claims relating to Defendant's background check procedures. ("Background Check Fund")

Participating Class Members have the right to object to any of the deductions A through D above. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions, in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Wage and Hour Class Members based on their Class Period Workweeks. The Administration will also making Individual Class Payments to Participating Background Check Class Members based on an equal distribution of the Background Check Fund of \$36,000.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Wage and Hour Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Wage and Hour Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Background Check Payments will be allocated as non-wages for which IRS Forms 1099 will be issued. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
5. No Tax Advice. Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and/or Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than October 20, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the October 20, 2025 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number or email address, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.
8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
10. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount (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 Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

- A. **Release by Participating Wage and Hour Class Members:** All Participating Wage and Hour Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Wage and Hour Operative Complaint, including (a) any and all claims involving any alleged failure to pay lawful wages under Labor Code sections 510, 1194, 1197, and IWC Wage Orders; (b) any and all claims alleging any alleged failure to provide meal periods or compensation in lieu thereof under Labor Code sections 512, 226.7, and IWC Wage Orders; (c) any and all claims alleging any alleged failure to provide rest periods or compensation in lieu thereof under Labor Code section 226.7 and IWC Wage Orders; (d) any and all claims alleging any alleged failure to timely pay wages Under Labor Code sections 201–203, and IWC Wage Orders; (e) any and all claims alleging any alleged failure to provide accurate wage statements under Labor Code section 226 and IWC Wage Orders; and (f) any and all claims alleging any alleged failure to comply with California Business and Professions Code sections 17200, *et seq.* based on the above-listed violation. Except as set forth in Section 5.4 of 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 claims based on facts occurring outside the Class Period.
- B. **Release by Participating Background Check Class Members :** All Background Check Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, liabilities, and causes of action, known or unknown, that were alleged or that could have been alleged based on the facts alleged in the Action including all claims the Fair Credit Reporting Act, the California Investigative Consumer Reporting Agencies Act, and the California Consumer Credit Reporting Agencies Act. The Background Check Class Released Claims specifically include, without limitation: claims for: (1) Violations of the Fair Credit Reporting Act; (2) Violations of the California Investigative Consumer Reporting Agencies Act; and (3) Violations of the California Consumer. Except as set forth in Section 5.4 of 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

11. **Aggrieved Employees and PAGA Release:** All Aggrieved Employees, whether or not they are Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including alleged violations of California Labor Code §§ 201–203, 210, 226, 226.7, 510, 512, 1194, 1197, 1198.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Wage and Hour 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 Background Check Payments:** The Administrator will calculate Individual Class Payment calculated by dividing the Background Check Fund of \$36,000 equally among the Participating Background Check Class Members.
3. **Individual PAGA Payments:** The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$13,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each

Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Wage and Hour Class Period as a non-exempt employee, as recorded in Defendant's records, are stated in the first page of this Notice. You have until October 20, 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 Defendant's calculation of Workweeks based on Defendant's 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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via First Class U.S. Mail, postage prepaid, to the Participating Class Members (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees.

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?

Submit a written and signed letter with your name, present address, telephone number or email address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as **Amber Palma v. Volunteers of America Northern California and Northern Nevada, Inc.**, and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 20, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the November 21, 2025 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and includes a request for Attorney Fees, Litigation Expenses and Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.ilymgrouppclassaction.com/voa or the Court's website: <http://www.saccourt.ca.gov/indexes/new-portal-info.aspx>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 20, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Amber Palma v. Volunteers of America Northern California and Northern Nevada, Inc., and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on November 21, 2025 at 9:00 a.m. in Department 22 of the Sacramento County Superior Court, located at 720 9th Street, Room 102 Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. To attend virtually, you can join via the Department's Zoom link or phone number and provide the following access information for the appropriate Department in the Notice: To join by Zoom link: <https://saccourt-ca.gov.zoomgov.com/my/sscdept22>; To join by phone: (833) 568-8864 / ID: 16184738886.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.ilymgroupclassaction.com/voa beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant 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's website at www.ilymgroupclassaction.com/voa. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case Number for the Action, Case No. 34-2020-00282148.

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

Class Counsel:

Name of Attorney: Isandra Y. Fernandez, Anthony L. Draper.

Email Address: isandra@jameshawkinsaplc.com; anthony@jameshawkinsaplc.com

Name of Firm: James Hawkins APLC

Mailing Address: 9880 Research Dr, Ste 200, Irvine, CA 92618

Telephone: (949) 387-7200

Settlement Administrator:

ILYM Group, Inc.

Email Address: claims@ilymgroup.com

Mailing Address: P.O. Box 2031 Tustin, CA 92781

Telephone: (888) 250-6810

Fax Number: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund <https://ucpi.sco.ca.gov/en/Property/SearchIndex> for instructions on how to retrieve the funds

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.