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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

WENDY CERON VENTURA, an individual,
on behalf of herself and others similarly
situated

PLAINTIFF,

v.

MEDICAL LINEN SERVICES, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 21-CIV-03233

[Case Assigned for All Purposes to Hon.
Robert D. Foiles in Dept. 21]

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

*[Filed concurrently with Motion for Final
Approval; Motion for Approval of Attorneys'
Fees and Costs; Declarations of Wendy
Ceron Ventura and Kelsey M. Szamet,
[Proposed] Order and Judgment Thereon]*

Date: May 5, 2023
Time: 2:00 p.m.
Dept.: 21

Complaint Filed: June 10, 2021
FAC Filed: August 16, 2021
Trial Date: None Set

1 I, Lluvia Islas, 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 Claims Administrator for the above captioned *Ventura v.*
6 *Medical Linen Service, Inc.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 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 Pendency of Class Action Settlement and Final Hearing* (referred to as “Notice Packet”);
18 (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members’
19 disputes over the number of workweeks Defendants have record of them working during the Class
20 Period, which was pre-printed on their individualized Class Notice; (d) calculating individual
21 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
22 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
23 and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to
24 the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or
25 the Court orders ILYM Group to perform.

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

1 5. On January 3, 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 class weeks worked for each Settlement Class Member. The data
4 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
5 Class List contained 490 individuals.

6 6. As part of the preparation for mailing, all 490 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 Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice 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 Notice Packet.

14 7. On February 6, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
15 490 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 143 Notice Packets have been returned to our
18 office as undeliverable. Of the 143 returned Notice Packets, 2 were returned with a forwarding
19 address and promptly re-mailed to the forwarding address provided. ILYM Group performed a
20 computerized skip trace on the 141 returned Notice Packets that did not have a forwarding address,
21 in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. As a result
22 of this skip trace, 94 updated addresses were obtained and the Notice Packet was promptly re-
23 mailed to those Settlement Class Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 96 Notice Packets have been re-mailed.
25 Specifically, 2 were re-mailed as a result of a forwarding address provided by the USPS, 94 have
26 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 47 Notice Packets have been deemed
28 undeliverable. Specifically, 47 have been 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 not received any requests for
3 exclusion. The deadline to request exclusion from the Settlement was April 7, 2023.

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 April 7, 2023.

6 13. As of the date of this declaration, ILYM Group will report a total of 490
7 Participating Claimants, representing 100% of the 490 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 class weeks 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, Claims Administration Fees
13 to ILYM Group, and the PAGA allocation, e.g.,

14 **Gross Settlement Fund** \$ **500,000.00**

15 Class Counsel Fees \$ 166,666.67

16 Class Counsel Expenses \$ 17,000.00

17 Enhancement Award \$ 5,000.00

18 ILYM Group Fees \$ 16,000.00

19 LWDA \$ 7,500.00

20 **Net Settlement Fund** \$ **287,833.33**

21 To determine a Participating Claimant's individual settlement award payment, the distribution shall
22 be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Class
23 weeks worked by each Class Member during the Class Period, to the total number of Applicable
24 Class weeks worked by all Class Members during the Class Period. Based on these calculations,
25 the Participating Claimants will receive an estimated average gross payment of \$587.41, with the
26 estimated highest gross payment being \$2,628.15, and the estimated lowest gross payment being
27 \$10.27.

28

15. 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 \$16,000.00. 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 13th day of April 2023, at Tustin, California.

Lluvia Islas
LLUVIA ISLAS

EXHIBIT “A”

«First_Name» «Last_Name»

WENDY CERON VENTURA v. MEDICAL LINEN SERVICE, INC.

Superior Court of the State of California, County of San Mateo

Case No.: 21-CIV-03233

If you are a current or former employee for MEDICAL LINEN SERVICE, INC. (“Medical Linen” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

On November 4, 2022, the Honorable Robert D. Foiles of the California Superior Court, County of San Mateo (“Court”), granted preliminary approval to a proposed class action settlement (“Settlement”) of the lawsuit entitled *WENDY CERON VENTURA v. MEDICAL LINEN SERVICE, INC.*, Case No. 21-CIV-03233 (the “Action”), and ordered the litigants to notify all Class Members about the Settlement.

- The Court has certified the following class for settlement purposes (“Class Members”): “all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the Covered Period.” (“Settlement Class Members”).
- The “Covered Period” means the period from June 10, 2017 to March 29, 2022.
- You are receiving this Notice of Class Action Settlement (“Notice”) because the records reflect that you may be one of the above Class Members who may be entitled to participate in the Settlement.
- Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Medical Linen’s defenses. The purpose of this Notice is to provide a brief description of the claims alleged, the key terms of the Settlement, and your rights and options with respect to the Settlement.
- You have several options available to you:

DO NOTHING	Receive a payment from the Settlement and be bound by the terms of the Settlement. If you do nothing and the Court grants final approval of the Settlement, you <u>will</u> receive a share of the settlement proceeds based on the number of Compensable Work Weeks, as defined below, you worked as a non-exempt employee for Medical Linen during the Covered Period. You will also release all of the Released Claims, as defined below, against the Released Parties, as defined below, and give up any rights to sue the Released Parties about any of the claims in this case.
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ASK TO BE EXCLUDED (OPT OUT)	Receive no payment and not be bound by the terms of the Settlement. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against Medical Linen for the same legal claims in this lawsuit. Please be advised, however, that the time limits for filing a separate claim may have expired.
OBJECT	Object to the terms of this Settlement. You may write to the Court and/or you may appear personally, through your own attorney and your own expense, and tell the Court about why you object to the Settlement. If you would like to object to the Settlement, you may not exclude yourself from the Settlement.

Your options and time deadlines for exercising them are explained in this Notice.
To opt out or object, you must act by April 7, 2023 (the “Response Deadline”).

1. Why did I get this Notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Medical Linen’s employees. You have received this Notice because Medical Linen’s records indicate that you are a member of this class.

This Notice describes a proposed settlement (“Settlement”) of the lawsuit *WENDY CERON VENTURA v. Medical Linen Service, Inc.* pending in the San Mateo County Superior Court, Case No. 21-CIV-03233 (the “Action”). This Notice is being sent to you by the order of the San Mateo County Superior Court, which preliminarily approved the Settlement and conditionally certified the Settlement Class on November 4, 2022.

This Notice informs you of the terms of the proposed Settlement, describes your rights and options in connection with the Settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the Settlement.

2. What is this lawsuit about?

This lawsuit was filed on June 10, 2021, on behalf of all persons who are employed or have been employed by Medical Linen in the State of California as an hourly employee who worked one or more pay periods during the relevant time period. The operative complaint alleges causes of action against Medical Linen for failure to pay all wages and/or overtime under Labor Code §§ 510, 1194; 1194.2, and 1199; failure to provide meal breaks under Labor Code §§ 226.7 and 512; failure to pay minimum wages under Labor Code §§ 1194, 1194.2, 1197, 1197.1 and Minimum Wage Order No. 5; violation of Labor Code § 221; failure to pay lawful wages upon termination or resignation under Labor Code § 203; unfair business practices under Business & Professions Code § 17200 *et seq.*; and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.* Plaintiff seeks to bring these claims on a class and representative action on behalf of other current and former employees of Medical Linen.

Defendant has denied, and continues to deny each and all of these claims and contentions alleged by the Plaintiff and believe that they have valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action, or that the Action can or should proceed as a class action.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff’s allegations or Defendant’s defenses.

4. Why did this case settle?

The Court did not decide in favor of Plaintiff or Defendant. Instead, after engaging in extensive investigation and a full day of mediation before an experienced mediator, the Parties agreed on a class settlement that was preliminarily approved by the Court on November 4, 2022. The parties and their counsel have concluded that the Settlement is advantageous, considering the risk, inconvenience, uncertainties, and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive and would also divert management and employee time.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the Class on those claims.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is **\$500,000.00**. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: up to **\$166,666.67**- Class Counsel will request from the Court no more than one-third of the Gross Settlement Amount (or \$166,666.67) as attorney's fees for litigation and resolution of the Action.
- Litigation Costs: up to **\$17,000.00** - Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Class, which are estimated to be no more than \$17,000.00.
- Settlement Administrator Costs: up to **\$16,000.00** - Subject to Court approval, the costs of settlement administration payable to the Settlement Administrator in an amount not to not exceed \$16,000.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court.
- Class Representative Enhancement/General Release Award to Class Representative: up to **\$5,000.00** - For acting as the Class Representative, Plaintiff will request from the Court an award of up to \$5,000.00 in recognition of and as compensation for her efforts, such as starting the Action, volunteering time to assist with the case, and providing information and documents, as well as risks they assumed in starting and assisting with the prosecution of the Action.
- Penalties to the Labor & Workforce Development Agency: \$10,000.00 - Subject to Court approval, an amount of up to \$10,000.00 from the Gross Settlement Amount is allocated for payment to the State of California under PAGA ("PAGA Payment"), with 75% of PAGA Payment to be allocated and paid to the California Labor and Workforce Development Agency, and 25% of the PAGA Payment to be allocated and distributed to the Class as part of the Net Settlement Amount.

After these deductions, **\$287,833.33** will be available for payment to the Settlement Class members receiving this notice ("Net Settlement Amount").

Each Participating Settlement Class Member's Individual Settlement Amounts shall be determined as follows:

The Settlement is based on the total number of workweeks Class Members worked for Defendant during the Covered Period based on Defendant's records ("Compensable Work Weeks").

The total number of Compensable Work Weeks worked by each Class Member ("Individual Workweeks")

will be added together to determine the total number of Compensable Work Weeks worked by all Class Members (“Class Workweeks”) during the Covered Period.

To determine each Participating Settlement Class Member’s “Individual Settlement Amount” the Settlement Administrator will use the following formula: Individual Settlement Amount = (Net Settlement Amount ÷ Class Workweeks) x Individual Workweeks for each individual Participating Settlement Class Member.

The Individual Settlement Amount will be reduced by any and all required deductions for each Participating Settlement Class Member as set forth herein, including all applicable employee-side and employer-side tax withholdings or deductions. Any such applicable employee-side and employer-side tax withholdings or other required deductions shall be paid from the Net Settlement Amount.

In no event shall the total Individual Settlement Amounts to Class Members exceed the Net Settlement Amount. If Compensable Work Week data is not available for any Class Member, that Class Member’s total Compensable Work Weeks shall be calculated using some other reasonable basis determined by Defendant.

The entire Net Settlement Amount will be disbursed to all Participating Settlement Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amount for each Participating Settlement Class Member according to the number of Compensable Work Weeks worked, so that the amount actually distributed to the Participating Settlement Class Members equals 100% of the Net Settlement Amount.

All Individual Settlement Amounts will be allocated as follows: twenty percent (20%) to settlement of wage claims and forty percent (40%) to settlement of claims for interest and forty percent (40%) to settlement of claims for statutory penalties.

According to Medical Linen’s records, the total number of Compensable Work Weeks that you worked as an employee *during the relevant time period* is «Total_Workweeks». If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on the Compensable Work Weeks you worked for Medical Linen, your estimated settlement amount is \$«Est_Settlement».

6. What if I disagree with the number of Compensable Work Weeks shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of Compensable Work Weeks that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
claims@ilymgroup.com
888-250-6810

You must submit such information by April 7, 2023. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

You do not need to do anything to receive an Individual Settlement Amount from the Settlement.

Based on the Compensable Work Weeks you worked for Medical Linen, your estimated settlement amount is \$«Est_Settlement». The actual amount may vary somewhat based on the actual implementation of the Settlement.

Twenty percent (20%) of your Individual Settlement Amount will be treated as wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck). Forty-percent (40%) of your Individual Settlement Amount will be treated as penalties and the remaining Forty-percent (40%) will be treated as interest, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your Individual Settlement Amount.

8. How does the Settlement affect my rights if I stay in the Class? What are the Released Claims?

Unless you submit a valid and timely Request for Exclusion (see section 9 below), you will remain a part of the Settlement Class and be deemed a “Participating Settlement Class Member.” If the Settlement receives final approval from the Court, this means you will be subject to the terms of the Settlement, receive an Individual Settlement Amount, and also mean you can’t sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in this case. It also means all of the Court’s orders will apply to you and legally bind you.

If you stay in the Settlement Class, you will be deemed to have released and discharged Defendant and any of its former and present or any of its current or past predecessors, successors, affiliates, subsidiaries, parent companies, employees, insurers, agents, consultants, legal representatives, and any other related entities, and each of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters, which could be liable for any of the Released Claims (collectively “Released Parties”).

The “Released Claims” means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Minimum Wage Deficits in Violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1, and IWC Minimum Wage Order No. 5; (4) Violation of Labor Code § 221; (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of Business & Professions Code § 17200, and (7) Penalties Pursuant to Labor Code § 2698, et seq. based upon the underlying Labor Code violations pled in the operative complaint.

9. What if I do not wish to participate in this Settlement?

Anyone not wishing to participate in the settlement may exclude herself or herself (“opt out”) by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, ILYM Group, Inc., by April 7, 2023.

Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
claims@ilymgroup.com

Any request for exclusion: (1) must contain the name, address, telephone number, and the last four digits of the social security number of the Settlement Class Member requesting exclusion; (2) must contain a statement clearly expressing that the Settlement Class Member wants to be excluded from the Settlement; (3) must be signed by

the Settlement Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax number. If your Request for Exclusion is postmarked or faxed after April 7, 2023, it will be rejected, and you will be a Participating Settlement Class Member and be bound by the Settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Settlement Class Member and will not receive any payment as part of this Settlement. Such persons will keep any rights to sue Medical Linen separately about the claims made in this lawsuit. Unless you timely request to be excluded from the Settlement, you will be bound by all terms of the Settlement, including receiving an Individual Settlement Amount and releasing the Released Claims against the Released Parties, and any Judgment entered by the Court if the Settlement receives final approval by the Court.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any Individual Settlement Amount under the Settlement. Class Counsel will not represent your interests if you request to be excluded.

10. What if I have an objection?

A class member who has **not** asked to be excluded from the Settlement may object to the Settlement in writing (“Notice of Objection”) or in person. For the Notice of Objection to be valid, it must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the final approval hearing and postmarked on or before the Response Deadline.

Written objections and all supporting briefs or other materials must also be submitted to the Settlement Administrator no later than April 7, 2023 by mail or email to:

Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
claims@ilymgroup.com
888-250-6810

Any class member may appear to make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Settlement Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than five days prior to the Final Approval Hearing. The Final Approval and Fairness Hearing will be held in Dept. 21 of the San Mateo County Superior Court on May 5, 2023, at 2:00 p.m. (Pacific Time). It is anticipated that the hearing will be conducted via Zoom and in person appearances will not be permitted.

Class Counsel:	Counsel for Medical Linen Service, Inc.:
Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. Shannen T. Garrett, Esq. Kingsley & Kingsley, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	Alexander Hernaez, Esq. Cody Stroman, Esq. Fox Rothschild LLP 345 California Street, Suite 2200 San Francisco, CA 94104 Telephone: (415) 364-5540

Any Settlement Class Member who fails to submit a timely written objection or to present an objection in person

at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

11. Do I need a lawyer?

The Court has decided KINGSLEY & KINGSLEY, APC are qualified to represent you and other Class Members simultaneously. This law firm is called “Class Counsel.” You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you wish to object to the Settlement or if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 21 of the San Mateo County Superior Court, on May 5, 2023, at 2:00 p.m. (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel’s request for attorneys’ fees and costs, Plaintiff’s Enhancement payment, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing, but if you choose to do so it is anticipated that the hearing will be conducted via Zoom and in person appearances will not be permitted.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Medical Linen Settlement Administrator, ILYM Group, Inc. (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Medical Linen’s counsel for information regarding this settlement

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 13, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF LLUVIA ISLAS OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Alexander Hernaez
ahernaez@foxrothschild.com
Cody Stroman
codystroman@foxrothschild.com
Andrew Russell
arussell@foxrothschild.com
Steven Wong
swong@foxrothschild.com
FOX ROTHSCCHILD LLP
345 California Street, Suite 2200
San Francisco, CA 94104

[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 13, 2023, at Sherman Oaks, California.



Leslie Sanchez