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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

ANTHONY GUTIERREZ, as an individual
and on behalf of those similarly situated,

Plaintiff,

vs.

OPTIONS FOR YOUTH-VICTOR VALLEY,
INC., a California Corporation; OPTIONS
FOR YOUTH-ACTION, INC., a California
Corporation; OPTIONS FOR
YOUTHCALIFORNIA,
INC., a California
Corporation; OPTIONS FOR YOUTHDUARTE,
INC., a California Corporation;
OPTIONS FOR YOUTH-SAN
BERNARDINO, INC., a California
Corporation; OPTIONS FOR YOUTH-SAN
GABRIEL, INC., a California Corporation;
OPTIONS FOR YOUTH-SAN JUAN, INC., a
California Corporation; and Does 1 through
50, Inclusive,

Defendants.

Case No. CIVSB2132685

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: June 25, 2024

Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept.: 26

1 I, Makenna Snow, 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, *Gutierrez*
6 *v. Options for Youth-Victor Valley, Inc.* matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

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

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved 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 *Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court*
18 *Approval*, (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion and
19 objections to the Settlement, if applicable; (c) resolving Class Members’ disputes over the number
20 of work weeks Defendant has record of them working during the Class Period, which was pre-
21 printed on their individualized Class Notice; (d) establishing a QSF account and calculating
22 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
23 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
24 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
25 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
26 agree to and/or the Court orders ILYM Group to perform.

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1 4. On January 19, 2024, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On March 4, 2024, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, last
6 known telephone number, and the number of Class and PAGA Pay Periods worked for each
7 Employee. The data file was uploaded to our database and checked for duplicates and other possible
8 discrepancies. The Class List contained 1,063 individuals with 23,092 Class and PAGA Pay
9 Periods.

10 6. As part of the preparation for mailing, all 1,063 names and addresses contained in
11 the Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On March 15, 2024, the Notice Packet was mailed, via U.S First Class Mail, to all
19 1,063 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
20 copy of the mailed Notice Packet.

21 8. As of the date of this declaration, 37 Notice Packets have been returned to our office.
22 Of the 37 returned Notice Packets, 2 were returned with a forwarding address and the Notice
23 Packets were promptly re-mailed to the forwarding addresses provided. ILYM Group performed a
24 computerized skip trace on the 35 returned Notice Packets that did not have a forwarding address,
25 in an effort to obtain an updated address for the purpose of re-mailing the Notice Packet. As a result
26 of this skip trace, 15 updated addresses were obtained and the Notice Packets were promptly re-
27 mailed to those Settlement Class Members, via U.S. First Class Mail.

28 9. As of the date of this declaration, a total of 17 Notice Packets have been re-mailed.

Specifically, 2 Notice Packets were re-mailed as a result of a forwarding address provided by the USPS and 15 have been re-mailed as a result of ILYM Group's skip tracing efforts.

10. As of the date of this declaration, a total of 20 Notice Packets have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received 1 request for exclusion, from Christopher Torres. The deadline to request exclusion from the Settlement was May 14, 2024.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was May 14, 2024.

13. As of the date of this declaration, ILYM Group has not received any disputes from a Class Member.

14. As of the date of this declaration, ILYM Group will report a total of 1,062 Participating Class Members, representing 99.91% of the 1,063 Settlement Class Members. The total number of Pay Periods worked by the Participating Class Members during the class period is 23,091.

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

Gross Settlement Amount	\$750,000.00
Attorney's Fees	\$250,000.00
Attorney's Costs/Expenses	\$25,000.00
Service Payment- Anthony Gutierrez	\$10,000.00
ILYM Group Fees	\$20,000.00
PAGA Penalties to LWDA	\$37,500.00
PAGA Penalties to Aggrieved Employees	\$12,500.00
Net Settlement Amount	\$395,000.00

16. To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Bi-Weekly Pay Periods worked by each Class Member during the Class Period, to the total number of Applicable Pay Periods worked by all Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$371.92, with the estimated highest gross payment being \$1,248.75.

17. The PAGA payment shares to the PAGA Employees will be calculated based on the Aggrieved Employee's number of Bi-Weekly Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable Bi-Weekly Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average payment of \$11.76, with the estimated highest payment being \$39.52.

18. 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 \$20,000.00. 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 28th day of May 2024, at Tustin, California.

Makenna Snow
MAKENNA SNOW

EXHIBIT “A”

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

***Gutierrez v. Options for Youth-Victor Valley, Inc.*, Superior Court of the State of California,
County of San Bernardino, Case No. CIVSB2132685**

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

You may be eligible to receive money from an employee class action and California Private Attorney General Act (“PAGA”) lawsuit (“Action”) against Defendants Options For Youth-Victor Valley, Inc., Options For Youth-Acton, Inc., Options for Youth-California, Inc., Options for Youth-Duarte, Inc., Options for Youth-San Bernardino, Inc., Options for Youth-San Gabriel, Inc., and Options for Youth-San Juan, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff Anthony Gutierrez (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendants in California and who were classified as a non-exempt employee at any time during the Class Period (September 23, 2020 through July 7, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendants in California and who were classified as a non-exempt employee at any time during the PAGA Period (September 23, 2020, through July 7, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est_Individual_Class_Payment_» (less withholding), and your share of the PAGA Penalties is estimated to be \$«Est_Individual_PAGA_Payment_»**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked «Sum_of_BiWeekly_Pay_Periods_Worked» pay periods** during the Class Period and **you worked «Sum_of_BiWeekly_Pay_Periods_Worked» pay periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 may be affected based on whether you act or do not act. Read this Class 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, 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 Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants as described below in Section 4 below.
- (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. However, you will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an

Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is May 14, 2024	If you do not 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 an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline May 14, 2024	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 8 of this Notice.
You Can Participate in the June 25, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on June 25, 2024 at 8:30 a.m., at the San Bernardino Superior Court, located at 247 W. 3rd St. San Bernardino, CA 92415, in Department 26 before Judge Jessica Morgan. This hearing may change as explained below in Section 9. 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 or by telephone through CourtCall. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by the Response Deadline May 14, 2024	The amount of your Individual Class Payment depends on how many pay periods you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period pay periods and number of PAGA Period pay periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by May 14, 2024 . See Section 5 of this Notice.

1. What is action about?

Plaintiff Anthony Gutierrez is a former employee of Options for Youth – Victor Valley. The Action alleges Defendants violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid

premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failure to pay sick pay, failing to provide wages when due, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”). These claims are set forth in the First Amended Class Action and Representative Action Complaint, which was filed with the San Bernardino County Superior Court on October 4, 2023, and is referred to as the “Operative Complaint.”

Defendants strongly deny that they have done anything wrong, dispute all the claims in the Action, and further contend that they have complied with all laws.

2. What does it mean that the Action has settled?

So far, the Court has made no determination as to whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator 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 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants 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, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation, and (2) the Settlement is in the best interests of the Class Members. 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 terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Seven Hundred Fifty Thousand Dollars (\$750,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, the PAGA civil penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”), and Individual PAGA Payments to the Aggrieved Employees. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Within fifteen (15) days of the Effective Date, Defendants will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered unless there are objections in which case “Effective Date” means when the Judgment is final and 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.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$20,000, for expenses, including expenses for notifying the Class Members of the Settlement, processing opt-outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$250,000, and an additional amount to reimburse actual litigation costs incurred by Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final

Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to the named Plaintiff, Anthony Gutierrez, as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiff's claim under PAGA, \$37,500 of which will be paid to the LWDA. The remaining \$12,500 will be distributed to the Aggrieved Employees as 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 (\$12,500) 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 number of PAGA Pay Periods worked. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for a Defendant for at least one day during the PAGA Period, which is September 23, 2020, through July 7, 2023.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all the payments of the Court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount," shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$395,000. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Class Pay Periods worked. "Pay Period" means any pay period during the Class Period in which a Class Member worked for a Defendant as a Class Member for at least one day. The number of Pay Periods will be based on Defendants' records; however, Class Members may challenge the number of Pay Periods as explained below.

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. Twenty Percent (20%) 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. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, 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 (including penalties and interest on back taxes). 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, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will

decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued 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 funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, ILYM Group (the “Administrator”) to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, 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 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, all Participating Class Members are deemed to forever and completely release and discharge and covenant not to sue, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, domestic partners, children, marital community, estates, heirs, trusts, administrators, successors, and assigns, the Released Parties from the Released Class Claims. The “Released Class Claims” include, without limitation, any and all claims, demands, rights, liabilities, and causes of action that were or could have been pleaded under local, state or federal law based on the facts alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint against Defendants and the Released Parties arising during the Class Period, including claims for (1) failure to pay minimum/regular wages; (2) failure to pay overtime wages; (3) failure to comply with meal break laws; (4) failure to comply with rest break laws; (5) failure to reimburse expenses; (6) failure to provide accurate wage statements; (7) failure to pay wages timely; (8) failure to provide and maintain records; (9) failure to pay sick pay; and (10) violation of the Business and Professions Code Section 17200.

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

Released PAGA Claims. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, all Aggrieved Employees (whether a Participating Class Member or a Non-Participating Class Member), including Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted by law, and on behalf of the State of California and all Aggrieved Employees, are deemed to forever and completely release and discharge and covenant not to sue, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, domestic partners, children, marital community, estates, heirs, trusts, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” means any and all claims, demands, rights, liabilities, and causes of action for civil penalties that were or could have been pleaded under local, state or federal law, based on the facts alleged, or reasonably could have been alleged based on the facts alleged, in the Plaintiff’s PAGA Notice and the Operative Complaint against Defendants and the Released Parties arising during the PAGA Period, including all claims for civil penalties arising under California Labor Code Sections 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of the applicable Industrial Welfare Commission Wage Order(s).

Released Parties. The Released Parties are: Defendants, and each of its and their divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, human resources consultants, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business

managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Class Pay Periods worked.

Defendants' records reflect that you worked «Sum_of_BiWeekly_Pay_Periods_Worked» Pay Periods during the Class Period (September 20, 2020 to July 7, 2023). Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Est_Individual_Class_Payment_».

Defendants' records reflect that you worked «Sum_of_BiWeekly_Pay_Periods_Worked» PAGA Pay Periods during the PAGA Period (September 23, 2020, through July 7, 2023). Based on this information your estimated Individual PAGA Payment is \$«Est_Individual_PAGA_Payment_».

If you wish to challenge the information set forth above, then you must submit a written, 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 May 14, 2024. You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than the Response Deadline, May 14, 2024. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get 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.

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 8 of this Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **Your share of the PAGA Penalties, if any, is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed, and dated request to opt out postmarked no later than the Response Deadline which is May 14, 2024. You may also fax your request to opt out to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than the Response Deadline. The request to opt out should state in substance that you wish to be excluded from the class settlement in the *Gutierrez v. Options for Youth* lawsuit. The request to opt out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Gutierrez v. Options for Youth*, Case No. CIVSB2132685. The request to opt out must be completed and signed by you. No other person may opt out for a living member of the Class.

The address for the Administrator is ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. Written requests for exclusion that are postmarked after May 14, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. 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 Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for June 25, 2024, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and approval for Attorneys' Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Gutierrez v. Options for Youth* on the Court's website (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2132685.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Award 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 Response Deadline for sending written objections to the Administrator is May 14, 2024.** You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than this Response Deadline. 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, *Gutierrez v. Options for Youth*, Case No. CIVSB2132685, and include your name, current address, email or telephone number, and approximate dates of employment for a Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: claims@ilymgroup.com

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

Telephone Number: (888) 250-6810

Fax Number: (888) 845-6185

Settlement Website: www.ilymgroup.com/OptionsforYouth

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. You also have the option to appear at the hearing by Zoom through the Court's website or by telephone using CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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Los Angeles, California 90024

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at 8:30 a.m. (Pacific Standard Time) on June 25, 2024, in Department 26 of the Superior Court of California, County of San Bernardino, 247 W. 3rd St. San Bernardino, CA 92415, before Judge Jessica Morgan. 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 Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing, either in person or remotely using Zoom through the Court's website or CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. Hearing dates are posted on the Internet via the Case Access page for the San Bernardino County Superior Court (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2132685.

10. How Can I Get More Information?

You may call the Administrator at (888) 250-6810 or write to *Gutierrez v. Options for Youth* Administrator, c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Gutierrez v. Options for Youth*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of San Bernardino (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2132685. If you wish to view the Court files in person, you may do so at the Clerk's Office located at 247 W. 3rd St. San Bernardino, CA 92415.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.