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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ADRIANA MEZA individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

VALLEY WEST CARE CENTER, an unknown
business entity, VALLEY WEST POST ACUTE
LLC, a California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2021-01222125-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

**DECLARATION OF LISA MULLINS OF
ILYM GROUP, INC. IN SUPPORT OF
RENEWED MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT (CAL. LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, ENHANCEMENT AWARD, AND
SETTLEMENT ADMINISTRATION
COSTS**

Reservation ID: 74933352
Date: November 19, 2026
Time: 2:00 p.m.
Department: CX105

Complaint Filed: September 17, 2021
Trial Date: None Set

DECLARATION OF LISA MULLINS

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3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating PAGA settlements and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
14 Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O Insurance
15 policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per incident.

16 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
17 counsel in the: *Adriana Meza v. Valley West Care Center et al.*, Orange County Superior Court case
18 number 30-2021-01222125-CU-OE-CXC matter.

19 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
20 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
21 from Defendant on December 3, 2025, containing the aggrieved employees’ names, file numbers, and
22 PAGA periods, ILYM Group uploaded the data into our database and checked for duplicates and other
23 possible discrepancies.

24 5. As part of the preparation for notice and disbursement, ILYM Group will process
25 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
26 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
27 the aggrieved employees before the mailing of the notice. Attached hereto, as **Exhibit C**, is the coversheet
28 that to be sent to the Aggrieved Employees. To the extent an updated address is found in the NCOA

1 database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does not locate
2 an updated address in the NCOA database, it will use the original address provided by Defendant for
3 mailing the notice.

4 6. The PAGA payment shares to the PAGA Employees will be calculated based on the
5 Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be
6 divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA
7 Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of
8 Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. The PAGA
9 Allocation to Aggrieved Employees (25% of the Net Settlement Fund) is divided by the total number of
10 pay periods (4,595) and then multiplied by each individual's total number of PAGA periods. The per pay
11 period amount is \$4.20. Based on these calculations, the PAGA Employees will receive an estimated
12 average payment of \$104.86, with the estimated lowest payment being \$4.20, and the estimated highest
13 payment being \$159.57.

14 7. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for
15 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
16 including but not limited to overview and reconciliation of account; (c) calculating the individual
17 settlement amounts; (d) preparing, administering, and distributing settlement award checks to the
18 Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and
19 withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM
20 Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA
21 database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other
22 such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
23 initial quote. Attached hereto, as **Exhibit D**, is a true and correct copy of ILYM Group's quote for this
24 matter.

25 8. ILYM Group's fees associated with the administration of this settlement are capped at:
26 **\$5,000.00.**

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1 I declare, under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 18th day of August 2026, at Tustin, California.
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5 *Lisa Mullins*

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7 Lisa Mullins
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EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Andriana Meza v. Valley West Care Center, et al.*, Orange County Superior Court Case No. 30-2021-01222125-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Adriana Meza v. Valley West Care Center, et al.*, Orange County Superior Court Case No. 30-2021-01222125-CU-OE-CXC (“Action”).

The lawsuit was filed on September 17, 2021 by Adriana Meza (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, failure to reimburse business expenses, and failure to provide requisite written notice of certain information required by Labor Code section 2810.5. Prior to filing the lawsuit, on July 14, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-837969-21 (the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendants Valley West Post Acute, LLC and David Johnson (together, “Defendants”) for a Total Settlement Amount of **\$147,000**.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees of the Defendants in the State of California during the period from July 14, 2020 through July 17, 2025 (“Aggrieved Employees”). The period **July 14, 2020 through July 17, 2025** is the “PAGA Period”. After fees, costs and an Enhancement Award to Plaintiff a Net Settlement Amount of <<Net Settlement Amount>> remains to be distributed to the LWDA and the Aggrieved Employees with 75% or <<LWDA Payment>> to be paid to the LWDA and 25% or <<Employees’ Portion>> to be distributed to the Aggrieved Employees.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you were employed by Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<the later date of entry of order by the Court approving the Settlement and Defendants’ fully funding the Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants, including Defendants’ parent corporation, subsidiaries, divisions, predecessors, successors and assigns.

“Released Claims” means any and all claims for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”), arising during the PAGA Period, based on the factual allegations in the Operative Complaint and the PAGA Notice to the LWDA, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and failure to provide requisite written notice of certain information required by California Labor Code section 2810.5, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed,

EXHIBIT A – COVER LETTER

deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share. You cannot opt out of this settlement and even if you do not cash the enclosed check, you will be subject to the release stated in the Released Claims as to the Released Parties.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

Prueba A

<<Fecha de envío>>

Para: <<Primer nombre>><<Apellido>>
<<Dirección de calle>>
<<Ciudad>> <<Estado>> <<CP>>

Re: Pago del Acuerdo de *Andriana Meza vs. Valley West Care Center, y los demás.*, Caso no. 30-2021-01222125-CU-OE-CXC del Tribunal Superior del Condado de Orange.

Estimado/a <<Primer nombre>><<Apellido>>:

Por favor, adjunto encontrará un cheque por la cantidad de <<monto del pago>> ("Parte Individual del Acuerdo"). Este cheque es su pago del acuerdo en la demanda titulada *Adriana Meza v. Valley West Care Center, y los demás*, Caso no. 30-2021-01222125-CU-OE-CXC ("Demanda") Tribunal Superior del Condado de Orange.

La demanda fue presentada el 17 de septiembre de 2021 por Adriana Meza ("Demandante") contra su antiguo empleador, en nombre del Estado de California, con respecto a ella misma y otros empleados presuntamente agraviados, para buscar la recuperación de sanciones civiles de conformidad con la Ley General de Fiscales Privados de 2004, la sección 2698 y siguientes del Código Laboral de California ("PAGA"), por múltiples presuntas violaciones del Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial, incluyendo, entre otras cosas, por no pagar adecuadamente los salarios mínimos y las horas extras; no proporcionar períodos de alimentación y descanso conformes a la ley, ni las primas asociadas; no pagar salarios durante el empleo y al momento de terminar la relación laboral; no proporcionar declaraciones de pago conformes a la ley, no mantener los registros de nómina requeridos, no reembolsar los gastos comerciales y no proporcionar el aviso escrito obligatorio de cierta información requerida por la sección 2810.5 del Código Laboral. Antes de presentar la demanda, el 14 de julio de 2021, la Demandante presentó una carta a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"), de conformidad con PAGA, para notificar su intención de solicitar sanciones civiles bajo PAGA por las presuntas violaciones del Demandado de las secciones 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 y 2810.5 del Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial, incluidas, entre otras, las Órdenes Salariales 4-2001 y 5-2001, iniciando así el Caso LWDA número LWDA-CM-837969-21 de la LWDA. (el "Aviso PAGA").

El Demandado niega todos los alegatos de la Demandante, y niega cualquier violación de ningún tipo asociada con los alegatos de la Demandante.

Se llegó a un acuerdo entre la Demandante y los Demandados Valley West Post Acute, LLC y David Johnson (en adelante, los "Demandados") por un monto total de **\$147.000**.

El << Fecha>>, el acuerdo fue aprobado por el Tribunal, con una parte a ser pagada a la LWDA, y otra parte a todos los empleados actuales y anteriores pagados por hora o no exentos de los Demandados en el Estado de California durante el período del **14 de julio de 2020 al 17 de julio de 2025** ("Empleados Agraviados"). El período del **14 de julio de 2020 al 17 de julio de 2025** es el "Período PAGA". Después de los honorarios, los costos y una indemnización adicional para la Demandante, queda un monto neto de acuerdo de <<Monto Neto del Acuerdo>> que se distribuirá a la LWDA y a los Empleados Afectados, con el 75% o <<Pago de la LWDA>> a pagar a la LWDA y el 25% o <<Porción de los Empleados>> que se distribuirá a los Empleados Agraviados.

Usted recibe una parte del acuerdo (la Parte Individual del Acuerdo adjunta) por haber sido identificado/a como Empleado Agraviado. Su Parte Individual del Acuerdo se basa en el número total de períodos de pago que usted trabajó para el Demandado en California durante el Período PAGA. La Parte Individual del Acuerdo se considera el 100% de las multas, las cuales se declararán en el Formulario 1099 del IRS. Usted es responsable del pago de todos los impuestos que puedan corresponderle como resultado de cualquier pago que reciba en virtud del acuerdo y debe consultar con un asesor fiscal sobre las consecuencias tributarias de dicho pago.

Según el acuerdo, a partir de <<la fecha posterior de emisión de la orden del Tribunal que aprueba el Acuerdo y el financiamiento total por parte de los Demandados del Monto Total del Acuerdo>>, las Partes Exoneradas quedaron totalmente liberadas y eximidas para siempre de todas y cada una de las Reclamaciones Exoneradas.

"Partes Exoneradas" se refiere al Demandado, incluyendo la empresa matriz del Demandado, sus subsidiarias, divisiones, predecesores, sucesores y cesionarios.

"Reclamaciones Exoneradas" significa todas y cada una de las reclamaciones de sanciones civiles conforme a la sección 2698 y siguientes del Código Laboral de California. ("PAGA"), que surja durante el Período PAGA, con base en los alegatos de hecho en la Demanda Operativa y el Aviso PAGA a la LWDA, incluyendo, entre otros, por no pagar salarios mínimos, regulares y de horas extras; no proporcionar períodos de alimentación conformes a la ley y las primas asociadas; no proporcionar períodos de descanso conformes a la ley y las primas asociadas; no pagar salarios a tiempo durante el empleo; no pagar salarios a tiempo al momento de terminar la relación laboral; no proporcionar declaraciones salariales y precisas y conformes a la ley; no mantener registros de nómina completos y precisos; no reembolsar los gastos y costos necesarios relacionados con el negocio; y no proporcionar el aviso escrito obligatorio requerido de cierta información requerida por la sección 2810.5 del Código Laboral de California, en violación de las secciones 201,

PRUEBA A – CARTA DE PRESENTACIÓN

202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197 del Código Laboral de California, 1197.1, 1198, 2800, 2802, 2810.5 y las Ordenes Salariales de la Comisión de Bienestar Industrial, incluidas, entre otras, las Ordenes Salariales 4-2001 y 5-2001.

El cheque adjunto tiene una validez de 180 días a partir de la fecha original de emisión y envío, y si no se cobra, deposita o negocia dentro de este plazo, se cancelará y los fondos correspondientes se transferirán a la División de Bienes No Reclamados de la Oficina del Contralor Estatal a su nombre y por el monto que le corresponde de su parte Individual en el Acuerdo. Usted no puede excluirse de este acuerdo, e incluso si no cobra el cheque adjunto, estará sujeto/a a la exoneración de responsabilidad establecida en las Reclamaciones Exoneradas con respecto a las Partes Exoneradas.

No llame ni escriba al Tribunal, a la Secretaría del Tribunal, a los Demandados ni a sus abogados para hacer preguntas sobre el acuerdo o sobre asuntos fiscales. Si tiene alguna pregunta de este tipo, puede comunicarse con [Administrador del Acuerdo PAGA] al [número de teléfono gratuito].

EXHIBIT “D”

Case Name: AM-VW PostAccute-2125

Wednesday, March 6, 2024

Requesting Attorneys Name:
E-Mail Address:
ILYM Contact:
E-Mail:
Contact Number:

Matthew Soto
matthew@calljustice.com
Lisa Mullins
Lisa@ilymgroup.com
714.878.8836

Assumptions: PAGA Settlement

ASSUMPTIONS	
Total Estimated # of Class Members	420
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
Post Judgment to ILYM's Website	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll-Free Call Center	Flat Rate	\$156.70	1	\$156.70

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$1,446.70

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.00	420	\$420.00
USPS First Class 1oz Postage	Per Piece	\$0.64	420	\$268.80
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	63	\$94.50
Preparation of Taxes	Hourly	\$150.00	3	\$450.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$3,283.30

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$770.00

Capped Fees: \$5,500.00

Discounted Capped Fees: \$5,000.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.