Arby Aiwazian (SBN 269827)
Brian St. John (SBN 304112)
Alborz Javaheri (SBN 364246)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CATHERINE GUTIERREZ, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

CHILDREN'S LAW CENTER OF CALIFORNIA, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CATHERINE GUTIERREZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

CHILDREN'S LAW CENTER OF CALIFORNIA, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV01134 (Lead Case)
Consolidated Case No. 22AHCV00017

Honorable Samantha P. Jessner
Department 7

CLASS ACTION

DECLARATION OF CASSANDRA POLITES OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date:	December 12, 2026
Time:	10:00 a.m.
Department:	7
Class Complaint Filed:	January 11, 2022
PAGA Complaint Filed:	January 11, 2022
Trial Date:	None Set

I, Cassandra Polites, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Gutierrez v. Children's Law Center of California* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

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

///

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) translating the mailing documents into Spanish; (b) printing and mailing the *Notice of Class Action Settlement and Hearing Date For Final Court Approval,* in both English and Spanish (together, the "Class Notice"); (c) receiving and processing written requests to be excluded from the Class Settlement signed by the Class Member ("Requests for Exclusion") and written objections to the Class Settlement ("Notices of Objection"); (d) resolving Class Members' and Aggrieved Employees' disputes over the number of Workweeks and/or PAGA Pay Periods Defendant has record of them working during the Class Period and PAGA Period ("Workweeks/Pay Periods Disputes"), which was pre-printed on their individualized Class Notice; (e) establishing a Qualified Settlement Fund ("QSF") account and calculating individual settlement award amounts; (f) processing and mailing settlement award checks; (g) handling tax withholdings as required by the Settlement and the law; (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the distribution of any

unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On May 7, 2026, ILYM Group received the Court approved text for the Class Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which was approved by the Parties' Counsel prior to mailing.

5. On May 18, 2026, ILYM Group received the class data file from Counsel for Defendant, which contained Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee, during the Class Period and PAGA Period respectively (collectively, "Class Data"). The Class Data was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List contained unique records for five hundred forty-nine (549) individuals.

6. Section 4.1 of the Settlement Agreement indicates that if the number of Workweeks exceeds 74,500, the Gross Settlement Amount shall be increased on a proportional basis by the same number of percentage points above 10% (e.g., if the number of Workweeks during the Release Period exceeds 74,500 by 11% to 82,695, the Gross Settlement Amount will increase by 1%) or, alternatively, Defendant may, in its sole discretion choose to cut the Class Period and PAGA Period off on the last day the total number of Workweeks does not exceed 81,950 in order to limit or eliminate any increase in the Gross Settlement Amount. As the Class Data contained unique records for five hundred forty-nine (549) individuals who worked a total of ninety-four thousand nine hundred ninety-one (94,991) Workweeks, the escalator clause was triggered.

7. Defendant elected to shorten the Class and PAGA Periods, setting May 11, 2025, as the new end date. ILYM adjusted the end date and recalculated the workweeks accordingly. The revised calculations reflect five hundred fifteen (515) Class Members who worked eighty-one thousand nine hundred six (81,906) Workweeks during the Class Period and four hundred sixty-five (465) Aggrieved Employees who worked twenty-seven thousand eight hundred six (27,806) PAGA Pay Periods during the PAGA Period.

8. As part of the preparation for mailing, all five hundred fifteen (515) names and addresses contained in the Class Data were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice.

9. On August 28, 2026, the Class Notice was mailed, in both English and Spanish, via U.S First Class Mail, to all five hundred fifteen (515) individuals contained in the Class Data. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice.

10. As of the date of this declaration, forty (40) Class Notices have been returned to our office of which none were returned with a forwarding address. ILYM Group performed a computerized skip trace on the forty (40) returned Class Notices that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip trace, forty (40) updated addresses were obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S. First Class Mail.

11. As of the date of this declaration, a total of forty (40) Class Notices have been re-mailed as a result of ILYM Group's skip tracing efforts.

12. As of the date of this declaration, zero (0) Class Notices have been deemed undeliverable.

13. As of the date of this declaration, ILYM Group has received one (1) Request for Exclusion.

14. As of the date of this declaration, ILYM Group has received zero (0) Notices of Objection.

15. As of the date of this declaration, ILYM Group has received zero (0) Workweeks/Pay Periods Disputes.

///

16. The deadline to fax, email, or mail Requests for Exclusion, Notices of Objection, and/or Workweeks/Pay Period Disputes was October 27, 2026

17. The Net Settlement Amount available to Participating Class Members is estimated to be $259,050.00 and was calculated by subtracting the requested Class Counsel Fees Payment $200,000.00, the amount allocated for Class Counsel Litigation Expenses Payment $24,000.00, the requested Class Representative Service Payment $7,500.00, the requested Administration Expenses Payment $9,450.00, and the PAGA Penalties $100,000.00 from the Gross Settlement Amount $600,000.00.

18. As of this date, there are five hundred fourteen (514) Class Members who did not submit a timely and valid Requests for Exclusion and are therefore deemed to be Participating Class Members. The Individual Class Payment is allocated on a *pro rata* basis using their Workweeks worked.

19. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to be approximately $1,215.88, the *average* Individual Class Payment is currently estimated to be approximately $503.99, and the *lowest* Individual Class Payment is currently estimated to be approximately $3.17. These amounts are subject to employee-side tax and withholdings.

20. Pursuant to the Agreement, 25% of the PAGA Penalties payment (i.e., $25,000.00) will be allocated to Aggrieved Employees regardless of whether he or she opted outs of the Class Settlement ("PAGA Employee Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement. The PAGA Employee Amount is allocated on a *pro rata* basis using their PAGA Pay Periods. There are four hundred sixty-five (465) Aggrieved Employees who worked second-seven 27,806 pay periods during the PAGA period.

21. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently estimated to be approximately $106.09, the *average* Individual PAGA Payment is currently estimated to be approximately $53.76 and the *lowest* Individual PAGA Payment is currently estimated to be approximately $0.90.

///

22. 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 $9,450.00. A true and correct copy of the invoice from ILYM Group is attached hereto as **Exhibit B**.

23. 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 5th day of November 2026, at Tustin, California.

CASSANDRA POLITES

EXHIBIT “A”

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

Catherine Gutierrez v. Children's Law Center of California
Los Angeles Superior Court Case No. 22STCV01134 [Related Case No. 22AHCV00017]

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Children's Law Center of California ("Defendant") for alleged wage and hour violations. The Action was filed by former employee, Catherine Stephanie Limon (formerly, Catherine Gutierrez) ("Plaintiff") and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs and other relief for a class of hourly employees ("Class Members") who worked for Defendant in California during the Class Period (January 11, 2018 to May 11, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant in California during the PAGA Period (January 11, 2021 to May 11, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $«Estimated_Class_Award» (less tax withholding)** and **your Individual PAGA Payment is estimated to be $«Estimated_PAGA_Award»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked «EC_Class_Work_Weeks» Workweeks** during the Class Period and **you worked «EC_PAGA_Pay_Periods» Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for Defendant 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 an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

ILYM ID:«ILYMID»
«Piece_Number»

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 an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Class Period wage claims against Defendant that are covered by this Settlement ("Released Class Claims," as defined in Section 3 of this Notice).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is October 27, 2026**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be no longer eligible for an Individual Class Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (as defined in Section 3 of this Notice).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by October 27, 2026**	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 and Aggrieved Employees. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the December 2, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on December 2, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Workweeks/Pay Periods Disputes Must be Submitted by October 27, 2026**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by October 27, 2026. See Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, et seq. Based on the same legal theories, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Lawyers *for* Justice, PC ("Class Counsel").

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

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired a retired judge in an effort to resolve the Action by negotiating an end to 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 Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a fair and reasonable compromise of disputed claims. By agreeing to settle, Defendant does 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) Defendant has 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) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant will Pay $600,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than [30] calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court-Approved Deductions from Gross Settlement. 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:

   A. Up to $200,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to $24,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $7,500.00 to Plaintiff Catherine Stephanie Limon (formerly, Catherine Gutierrez) as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $11,000.00 to the Administrator for services administering the Settlement.

   D. Up to $100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay "Employer Taxes" (defined as "taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee

Training Tax payments") it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than October 27, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the October 27, 2026 Response Deadline. The Request for Exclusion is a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Workweeks/Pay Period disputes, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully release the Released Parties of the "Released Class Claims."

   The "Released Class Claims" means all claims under state, federal, or local law, pleaded in the Operative Complaint in the Class Action or that could have been asserted based on the facts pleaded in the Operative Complaint in the Class Action, such as those under the California Labor Code, Industrial Welfare

Commission Wage Orders, regulations, and/or other provisions of law, including and not limited to, for: failure to pay overtime wages under California Labor Code sections 510, 1198; failure to provide meal periods and/or pay meal period premiums under California Labor Code sections 226.7, 512; failure to provide rest periods and/or pay rest period premiums under California Labor Code section 226.7; failure to pay minimum wages under California Labor Code sections 1194, et seq.; failure to pay reporting time wages under California Labor Code section 1198 and applicable Industrial Welfare Commission Wage Orders; failure to provide a day of rest under California Labor Code section 551 and 552; failure to timely pay wages upon termination under California Labor Code section 203; failure to timely pay wages during employment under California Labor Code sections 204, 210; failure to provide accurate, itemized wage statements under California Labor Code section 226; failure to keep requisite payroll records under California Labor Code section 1 174, subdivision ((1); failure to reimburse business expenses under California Labor Code sections 2800, 2802; violation of California's unfair competition law under California Business and Professions Code sections 17200, et seq. arising during the Class Period.

10. Aggrieved Employees' Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the Employer Taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

> All claims for civil penalties, arising during the PAGA Period, that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices, to the extent alleged in the Operative Complaints, including but not limited to: failure to pay minimum wages; failure to pay overtime wages; failure to provide compliant rest periods and associated premium pay; failure to provide meal periods and associated premium pay; failure to pay bonuses or other remuneration; failure to timely pay wages during employment; failure to pay timely wages upon termination; failure to reimburse necessary business-related expenses; failure to maintain requisite payroll records; and failure to provide compliant wage statements.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $25,000.00 by the total number of PAGA Pay Periods during the PAGA Period worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods during the PAGA Period worked by each individual Aggrieved Employee.

3. Workweeks/Pay Periods Disputes. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until October 27, 2026 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will

combine the Individual Class Payment and the Individual PAGA Payment, if any. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Gutierrez v. Children's Law Center of California*, Los Angeles Superior Court Case No. 22STCV01134, , and include your identifying information (full name, address, and email address or telephone number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 27, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the December 2, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payment 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 in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at https://ilymgroup.com/ChildrensLawCenter or the Court's website at https://www.lacourt.ca.gov/paos/v2web3/DocumentImages.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written Notices of Objection to the Administrator is October 27, 2026**. 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. Children's Law Center of California*, Los Angeles Superior Court Case No. 22STCV01134, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on December 2, 2026 at 10:00 a.m. in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at https://ilymgroup.com/ChildrensLawCenter beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at https://www.ilymgroup.com/ChildrensLawCenter. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access)and entering the Case

Number for the Action, Case No. 22STCV01134. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Settlement Administrator:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

Class Counsel:
Arby Aiwazian, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, Esq.
Lawyers *for* Justice, PC
450 N. Brand Boulevard, Suite 900
Glendale, California 91203
Telephone (818) 265-1020
Facsimile (818) 265-1021

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Office Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

AVISO APROBADO POR EL TRIBUNAL DE CONCILIACIÓN DE DEMANDA COLECTIVA Y FECHA DE AUDIENCIA PARA SU APROBACIÓN DEFINITIVA POR EL TRIBUNAL

Catherine Gutierrez v. Children's Law Center of California
N.º de caso del Tribunal Superior de Los Ángeles 22STCV01134 [N.º de caso relacionado 22AHCV00017]

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo con atención!
No es correo basura, spam, publicidad ni una oferta de un abogado. Usted no está siendo demandado.

Usted puede ser elegible para recibir dinero de una demanda colectiva de empleados ("Demanda") contra el Demandado, Children's Law Center of California, por presuntas infracciones salariales y horarias. La Demanda fue presentada por la exempleada Catherine Stephanie Limon (anteriormente, Catherine Gutierrez) ("Demandante") y solicita el pago de (1) salarios impagados, gastos de trabajo no reembolsados, indemnización, sanciones, intereses, honorarios y costas de abogados, y otras compensaciones para un grupo de empleados remunerados por hora ("Miembros de la Demanda Colectiva") que trabajaron para el Demandado en California durante el Período de la Demanda Colectiva (del 11 de enero de 2018 al 11 de mayo de 2025); y (2) sanciones en virtud de la Ley de Abogados Generales Privados de California ("PAGA") para todos los empleados por hora que trabajaron para el Demandado durante el Período de PAGA (del 11 de enero de 2021 al 11 de mayo de 2025) ("Empleados Perjudicados").

La Conciliación propuesta consta de dos partes principales: (1) una Conciliación de la Demanda Colectiva exigiendo al Demandado financiar los Pagos Individuales de la Demanda Colectiva, y (2) una Conciliación de PAGA exigiendo al Demandado financiar los Pagos Individuales de PAGA y pagar sanciones a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA").

Según los registros del Demandado y las suposiciones actuales de las Partes, **su Pago Individual de la Demanda Colectiva se estima en $«Estimated_Class_Award» (menos retenciones) y su Pago Individual de PAGA se estima en $«Estimated_PAGA_Award»**. La cantidad real que pueda recibir probablemente será diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago Individual de PAGA, entonces, según los registros del Demandado, usted no es elegible para un Pago Individual de PAGA en virtud de la Conciliación porque no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros del Demandado que muestran que **usted trabajó «EC_Class_Work_Weeks» semanas laborales** durante el Período de la Demanda Colectiva y **usted trabajó «EC_PAGA_Pay_Periods» períodos de pago** durante el Período de PAGA. Si cree que trabajó más semanas/períodos de pago durante cualesquiera de dichos períodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente la Conciliación propuesta y ha aprobado este Aviso. El Tribunal aún no ha decidido si concederá la aprobación definitiva. Sus derechos legales se verán afectados tanto si actúa como si no actúa. Lea atentamente este Aviso. Se considerará que lo ha leído y comprendido detenidamente. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente la Conciliación y qué parte de esta se pagará a la Demandante y a los abogados de la Demandante ("Abogados de la Demanda Colectiva"). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar los pagos previstos en la Conciliación y que obligue a los Miembros de la Demanda Colectiva y a los Empleados Perjudicados a renunciar a su derecho a presentar determinadas reclamaciones contra el Demandado.

Si trabajó para el Demandado durante el Período de la Demanda Colectiva y/o el Período de PAGA, tiene dos opciones básicas en virtud de la Conciliación:

(1) **No hacer nada**. No tiene que hacer nada para participar en la Conciliación propuesta y ser elegible para un Pago Individual de la Demanda Colectiva y/o un Pago Individual de PAGA. Sin embargo, como Miembro Participante de la Demanda Colectiva, renunciará a su derecho a presentar reclamaciones salariales del Período de la Demanda Colectiva contra el Demandado.

(2) **Excluirse voluntariamente de la Conciliación de la Demanda Colectiva**. Usted puede excluirse de la Conciliación de la Demanda Colectiva (exclusión voluntaria) enviando la Solicitud de Exclusión por escrito o notificándolo de otro modo por escrito al Administrador. Si se excluye de la Conciliación, no recibirá un Pago Individual de la Demanda Colectiva. No obstante, conservará su derecho a presentar personalmente reclamaciones salariales del Período de la Demanda Colectiva contra el Demandado. Si es un Empleado Perjudicado, seguirá siendo elegible para un Pago Individual de PAGA. No puede excluirse de la parte de PAGA de la Conciliación propuesta.

El Demandado no tomará represalias contra usted por ninguna acción que emprenda con respecto a la Conciliación propuesta.

RESUMEN DE SUS DERECHOS Y OPCIONES EN ESTA CONCILIACIÓN

No tiene que hacer nada para participar en la Conciliación	Si no hace nada, será un Miembro Participante de la Demanda Colectiva, elegible para un Pago Individual de la Demanda Colectiva y un Pago Individual de PAGA (si lo hubiera). A cambio, renunciará a su derecho a presentar las reclamaciones salariales del Período de la Demanda Colectiva contra el Demandado que están cubiertas por esta Conciliación ("Reclamaciones Exoneradas de la Demanda Colectiva", como se define en la Sección 3 de este Aviso).
Usted puede excluirse de la Conciliación de la Demanda Colectiva pero no de la Conciliación de PAGA **La fecha límite de exclusión es el** **27 de octubre de 2026**	Si no desea participar plenamente en la Conciliación propuesta, puede excluirse de la Conciliación de la Demanda Colectiva enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, ya no será elegible para un Pago Individual de la Demanda Colectiva ni podrá objetar ninguna parte de la Conciliación propuesta. Consulte la Sección 6 del presente Aviso. No puede excluirse de la parte de PAGA de la Conciliación propuesta. El Demandado debe pagar los Pagos Individuales de PAGA a todos los Empleados Perjudicados y los Empleados Perjudicados deben renunciar a su derecho a presentar Reclamaciones Exoneradas de PAGA (cono se definen en la Sección 3 de este Aviso).
Los Miembros Participantes de la Demanda Colectiva pueden objetar la Conciliación de la Demanda Colectiva pero no la Conciliación de PAGA **Las objeciones por escrito deben presentarse antes del 27 de octubre de 2026**	Todos los Miembros de la Demanda Colectiva que no se excluyan voluntariamente ("Miembros Participantes de la Demanda Colectiva") pueden objetar a cualquier aspecto de la Conciliación propuesta. La decisión del Tribunal sobre la aprobación definitiva de la Conciliación incluirá la determinación de la cantidad que se pagará a los Abogados de la Demanda Colectiva y a la Demandante que presentaron la Demanda en nombre de la Demanda Colectiva y los Empleados Perjudicados. Usted no es personalmente responsable de ningún pago a los Abogados de la Demanda Colectiva o a la Demandante, pero cada dólar pagado a los Abogados de la Demanda Colectiva y a la Demandante reduce la cantidad total pagada a los Miembros Participantes de la Demanda Colectiva. Puede objetar a las cantidades solicitadas por los Abogados de la Demanda Colectiva o la Demandante si considera que no son razonables. Consulte la Sección 7 del presente Aviso.
Puede participar en la Audiencia de Aprobación Definitiva del **2 de diciembre de 2026**	La Audiencia de Aprobación Definitiva del Tribunal está prevista para celebrarse el 2 de diciembre de 2026. No tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio cargo), en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes de la Demanda Colectiva pueden objetar verbalmente la Conciliación en la Audiencia de Aprobación Definitiva. Consulte la Sección 8 del presente Aviso.

Puede impugnar el cálculo de sus semanas laborales/períodos de pago **Las impugnaciones de semanas laborales/períodos de pago por escrito deben presentarse antes del** **27 de octubre de 2026**	La cantidad de su Pago Individual de la Demanda Colectiva y de su Pago de PAGA (si corresponde) depende de cuántas semanas laborales trabajó al menos un día durante el Período de la Demanda Colectiva y cuántos Períodos de Pago trabajó al menos un día durante el Período de PAGA, respectivamente. El número de Semanas Laborales del Período de la Demanda Colectiva y el número de Períodos de Pago de PAGA que usted trabajó según los registros del Demandado se indican en la primera página de este Aviso. Si no está de acuerdo con alguna de estas cifras, deberá impugnarla antes del 27 de octubre de 2026. Consulte la Sección 4 del presente Aviso.

4. ¿DE QUÉ TRATAN LAS DEMANDAS?

La Demandante es una exempleada del Demandado. La Demanda acusa al Demandado de violar las leyes laborales de California al no pagar debidamente el salario mínimo y las horas extras, no proporcionar horas de comida y descanso reglamentarias y las primas correspondientes, no pagar puntualmente los salarios durante la relación laboral y al término de la misma, así como las sanciones correspondientes por tiempo de espera, no proporcionar recibos salariales reglamentarios, no llevar los registros de nómina requeridos, no reembolsar los gastos de trabajo y, por lo tanto, incurrió en prácticas comerciales desleales en violación de la sección 17200 y siguientes del Código de Negocios y Profesiones de California. Basándose en las mismas teorías jurídicas, la Demandante también ha presentado una reclamación de sanciones civiles en virtud de la Ley de Abogados Generales Privados de California (secciones 2698 y siguientes del Código Laboral) ("PAGA"). La Demandante está representada por abogados en la Demanda: Lawyers *for* Justice, PC ("Abogados de la Demanda Colectiva").

El Demandado niega rotundamente haber violado ninguna ley o no haber pagado ningún salario, y afirma que cumplió con todas las leyes aplicables.

5. ¿QUÉ SIGNIFICA QUE SE HAYA CONCILIADO LA DEMANDA?

Hasta ahora, el Tribunal no ha determinado si el Demandado o la Demandante tienen razón en cuanto al fondo. Mientras tanto, la Demandante y el Demandado contrataron a un mediador neutral y con experiencia con el fin de resolver la Demanda negociando la resolución del caso por acuerdo (conciliación del caso) en lugar de continuar con el costoso y prolongado proceso de litigio. Las negociaciones tuvieron éxito. Al firmar un extenso acuerdo de conciliación por escrito ("Acuerdo") y acordando solicitar conjuntamente al Tribunal que dicte una sentencia finalizando la Demanda y haciendo cumplir el Acuerdo, la Demandante y el Demandado han negociado una propuesta de Conciliación que está sujeta a la Aprobación Definitiva del Tribunal. Ambas partes acuerdan que la Conciliación propuesta es un compromiso de las reclamaciones en litigio. Al acordar la conciliación, el Demandado no admite ninguna violación ni reconoce el fundamento de ninguna reclamación.

La Demandante y los Abogados de la Demanda Colectiva creen firmemente que la Conciliación es una buena opción para usted ya que consideran que: (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de continuar con el litigio; y (2) la Conciliación es lo más conveniente para los Miembros de la Demanda Colectiva y los Empleados Perjudicados. El Tribunal aprobó preliminarmente la Conciliación propuesta por considerarla justa, razonable y adecuada, autorizó este Aviso y programó una audiencia para determinar su Aprobación Definitiva.

6. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DE LA CONCILIACIÓN PROPUESTA?

10. El Demandado pagará $600,000.00 como el Monto Bruto de la Conciliación (Conciliación Bruta). El Demandado ha acordado depositar la Conciliación Bruta en una cuenta controlada por el Administrador de la Conciliación. El Administrador utilizará la Conciliación Bruta para pagar los Pagos Individuales de la Demanda Colectiva, los Pagos Individuales de PAGA, el Pago por Servicios a la Representante de la Demanda Colectiva, los honorarios y costas de los abogados de la Demanda Colectiva, los gastos del Administrador y las sanciones que se pagarán a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California

("LWDA"). Suponiendo que el Tribunal conceda la aprobación definitiva, el Demandado pagará la Conciliación Bruta en un plazo máximo de [30] días naturales a partir de la fecha en que la Sentencia dictada por el Tribunal sea firme. La Sentencia será firme en la fecha en que el Tribunal la dicte, o en una fecha posterior si los Miembros Participantes de la Demanda Colectiva objetan la Conciliación propuesta o si se apela la Sentencia.

11. Deducciones aprobadas por el Tribunal de la Conciliación Bruta. En la Audiencia de Aprobación Definitiva, la Demandante y/o los Abogados de la Demanda Colectiva solicitarán al Tribunal que apruebe las siguientes deducciones de la Conciliación Bruta, cuyas cantidades serán decididas por el Tribunal en la Audiencia de Aprobación Definitiva:

    E. Hasta $200,000.00 (1/3 de la Conciliación Bruta) a los Abogados de la Demanda Colectiva por honorarios de abogados y hasta $24,000.00 por sus gastos de litigio. Hasta la fecha, los Abogados de la Demanda Colectiva han trabajado e incurrido en gastos en la Demanda sin recibir ningún pago.

    F. Hasta $7,500.00 A la Demandante, Catherine Stephanie Limon (anteriormente, Catherine Gutierrez) como Pago por Servicios de Representación de la Demanda Colectiva por interponer la Demanda, colaborar con Abogados de la Demanda Colectiva y representar a la Demanda Colectiva. El Pago por Servicios de Representación de la Demanda Colectiva será el único dinero que la Demandante recibirá además del Pago Individual de la Demanda Colectiva de la Demandante y cualquier Pago Individual de PAGA.

    G. Hasta $11,000.00 al Administrador por los servicios de administración de la Conciliación.

    H. Hasta $100,000.00 por Sanciones de PAGA, asignando un 75% al Pago de PAGA de la LWDA y un 25% a los Pagos Individuales de PAGA para los Empleados Perjudicados en función de sus Períodos de Pago del Período de PAGA. Los Miembros Participantes de la Demanda Colectiva tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

12. Conciliación Neta distribuida a los Miembros de la Demanda Colectiva. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto de la Conciliación Bruta (la "Conciliación Neta") haciendo Pagos Individuales de la Demanda Colectiva a los Miembros Participantes de la Demanda Colectiva en función de sus semanas laborales del Período de la Demanda Colectiva.

13. Impuestos adeudados sobre los pagos a los Miembros de la Demanda Colectiva. La Demandante y el Demandado están solicitando al Tribunal que apruebe una distribución del 20% de cada Pago Individual de la Demanda Colectiva a salarios imponibles ("Parte Salarial") y el 80% a sanciones e intereses ("Parte No Salarial"). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS. El Demandado pagará por separado los "Impuestos del Empleador" (definidos como "los impuestos pagados por el empleador, incluidos los pagos en virtud de la Ley Federal de Impuestos sobre el Desempleo, la Ley Federal de Contribuciones al Seguro, el seguro estatal de desempleo y el Impuesto de Capacitación de Empleados") que adeude sobre la Parte Salarial. Los Pagos Individuales de PAGA se consideran sanciones y no salarios a efectos fiscales. El Administrador declarará los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales de la Demanda Colectiva en los formularios 1099 del IRS.

Aunque la Demandante y el Demandado han acordado estas distribuciones, ninguna de las partes le asesora sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en concepto de impuestos. Usted es responsable del pago de todos los impuestos (incluidas las sanciones y los intereses sobre impuestos atrasados) sobre cualquier Pago recibido de la Conciliación propuesta. Si tiene alguna duda sobre las consecuencias fiscales de la Conciliación propuesta, consulte a un asesor fiscal.

14. Necesidad de cobrar inmediatamente los cheques de pago. El anverso de cada cheque emitido para Pagos Individuales de la Demanda Colectiva y Pagos Individuales de PAGA mostrará la fecha de vencimiento del cheque (la fecha de cancelación) . Si no lo cobra antes de la fecha de cancelación, su cheque se cancelará automáticamente

y el dinero se depositará en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre. Si el dinero representado por su cheque se envía al Fondo de Propiedad No Reclamada del Contralor, debe consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

15. Solicitudes de Exclusión de la Conciliación de la Demanda Colectiva (exclusiones voluntarias). Usted será tratado como un Miembro Participante de la Demanda Colectiva, participando plenamente en la Conciliación de la Demanda Colectiva, a menos que usted notifique por escrito al Administrador, a más tardar el 27 de octubre de 2026, que desea excluirse. La forma más fácil de notificar al Administrador es enviando una Solicitud de Exclusión por escrito y firmada antes del 27 de octubre de 2026, la Fecha Límite de Respuesta. La Solicitud de Exclusión es una carta enviada por un Miembro de la Demanda Colectiva o su representante indicando el nombre, la dirección actual y el número de teléfono del Miembro de la Demanda Colectiva, junto con una breve declaración en la que elige ser excluido de la Conciliación. Los Miembros Excluidos de la Demanda Colectiva no recibirán Pagos Individuales de la Demanda Colectiva, pero conservarán su derecho a presentar personalmente reclamaciones salariales y horarias contra el Demandado.

    Usted no puede excluirse de la parte de PAGA de la Conciliación. Los Miembros de la Demanda Colectiva que se excluyan de la Conciliación de la Demanda Colectiva siguen siendo elegibles para Pagos Individuales de PAGA y se les exige renunciar a su derecho a presentar reclamaciones PAGA contra el Demandado basadas en los hechos del Período de la Conciliación de PAGA alegados en la Demanda.

16. La Conciliación propuesta se anulará si el Tribunal deniega su aprobación definitiva. Es posible que el Tribunal se niegue a conceder la Aprobación Definitiva de la Conciliación o que se niegue a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. La Demandante y el Demandado han acordado que, en cualquier caso, la Conciliación se anulará: el Demandado no pagará ningún dinero y los Miembros de la Demanda Colectiva no exonerarán de ninguna reclamación contra el Demandado.

17. Administrador. El Tribunal ha designado a una empresa neutral, ILYM Group, Inc. (el "Administrador") para enviar este Aviso, calcular y realizar los pagos, y tramitar las solicitudes de exclusión de los Miembros de la Demanda Colectiva. El Administrador también decidirá sobre las impugnaciones de semanas laborales de los Miembros de la Demanda Colectiva, enviará y reenviará los cheques de la Conciliación y los formularios fiscales, y realizar otras tareas necesarias para administrar la Conciliación. La información de contacto del Administrador figura en la Sección 9 del presente Aviso.

18. Exoneración de los Miembros Participantes de la Demanda Colectiva. Después de que la Sentencia sea definitiva y el Demandado haya financiado totalmente la Conciliación Bruta y pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros Participantes de la Demanda Colectiva estarán legalmente impedidos de reclamar cualquiera de las reclamaciones exoneradas en virtud de la Conciliación. Esto significa que, a menos que usted se haya excluido válidamente de la Conciliación de la Demanda Colectiva, no podrá demandar, continuar demandando ni ser parte de ninguna otra demanda contra el Demandado o entidades relacionadas por reclamaciones alegadas en la Demanda y se resuelve mediante esta Conciliación.

    Los Miembros Participantes de la Demanda Colectiva estarán obligados por la siguiente exoneración:

    > Todos los Miembros Participantes de la Demanda Colectiva, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, exonerarán a las Partes Exoneradas de las "Reclamaciones Exoneradas de la Demanda Colectiva".
    >
    > Las "Reclamaciones Exoneradas de la Demanda Colectiva" significan todas las reclamaciones se refiere a todas las reclamaciones en virtud de la legislación estatal, federal o local, alegadas en la Querella Operativa de la Demanda Colectiva o que podrían haberse hecho valer basándose en los hechos alegados en la Querella Operativa de la Demanda Colectiva, tales como las derivadas del Código Laboral de California, las Órdenes Salariales de la Comisión de Bienestar Industrial, los reglamentos y/u otras disposiciones legales, incluyendo, sin limitación, las relativas a: no pagar las horas extras según lo dispuesto en las secciones 510 y 1198 del Código Laboral de California; no proporcionar períodos de comida y/o no pagar las primas correspondientes a dichos períodos según lo dispuesto en las secciones 226.7 y 512 del Código Laboral de California; no proporcionar períodos de descanso y/o no pagar las primas correspondientes a dichos períodos según lo dispuesto en la sección 226.7 del Código Laboral de California; no pagar el salario mínimo según lo dispuesto en las secciones 1194 y siguientes del Código

Laboral de California; no pagar los salarios por tiempo de presentación de acuerdo con la sección 1198 del Código Laboral de California y las Órdenes Salariales aplicables de la Comisión de Bienestar Industrial; no proporcionar un día de descanso de acuerdo con las secciones 551 y 552 del Código Laboral de California; no pagar puntualmente los salarios al término de la relación laboral de acuerdo con la sección 203 del Código Laboral de California; no pagar puntualmente los salarios durante el empleo de acuerdo con las secciones 204 y 210 del Código Laboral de California; incumplimiento de la obligación de proporcionar declaraciones salariales precisas y detalladas conforme a la sección 226 del Código Laboral de California; incumplimiento de la obligación de mantener los registros de nómina requeridos conforme a la sección 1174, subdivisión (1), del Código Laboral de California; incumplimiento de la obligación de reembolsar los gastos de la empresa conforme a las secciones 2800 y 2802 del Código Laboral de California; violación de la ley de competencia desleal de California conforme a las secciones 17200 y siguientes del Código de Negocios y Profesiones de California, surgida durante el Período de la Demanda Colectiva.

11. Exoneración de PAGA de los Empleados Perjudicados. Una vez que la sentencia del Tribunal sea definitiva y el Demandado haya pagado la Conciliación Bruta (y pagado por separado los impuestos sobre la nómina del empleador), todos los Empleados Perjudicados tendrán prohibido presentar reclamaciones PAGA contra el Demandado, independientemente de que se excluyan o no de la Conciliación. Esto significa que todos los Empleados Perjudicados, incluyendo aquellos que sean Miembros Participantes de la Demanda Colectiva y aquellos que se excluyan de la Conciliación de la Demanda Colectiva, no podrán demandar, continuar demandando o participar en ninguna otra demanda PAGA contra el Demandado o sus entidades relacionadas basándose en los hechos del Período de la Conciliación de PAGA alegados en la Demanda y resueltos por esta Conciliación.

La Exoneración de los Empleados Perjudicados es la siguiente:

Todas las reclamaciones por sanciones civiles, surgidas durante el Período de PAGA, que se alegaron, o que razonablemente podrían haberse alegado, con base en los hechos expuestos en los Avisos PAGA, en la medida en que se alegaron en las Querellas Operativas, incluyendo, entre otros: no pagar el salario mínimo; no pagar las horas extras; no proporcionar los períodos de descanso reglamentarios y el pago de la prima correspondiente; no proporcionar los períodos de comida y el pago de la prima correspondiente; no pagar bonificaciones u otras remuneraciones; no pagar los salarios a tiempo durante el empleo; no pagar los salarios a tiempo al término de la relación laboral; no reembolsar los gastos necesarios relacionados con el trabajo; no mantener los registros de nómina requeridos; y no proporcionar declaraciones salariales reglamentarias.

5. ¿CÓMO CALCULARÁ MI PAGO EL ADMINISTRADOR?

4. Pagos Individuales de la Demanda Colectiva. El Administrador calculará los Pagos Individuales de la Demanda Colectiva (a) dividiendo el Monto Neto de la Conciliación entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Demanda Colectiva y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Demanda Colectiva.

5. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo $25,000.00 entre el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Perjudicados y (b) multiplicando el resultado por el número de Períodos de Pago del Período de PAGA trabajados por cada Empleado Perjudicado individualmente.

6. Impugnaciones de Semanas Laborales/Períodos de Pago. El número de Semanas Laborales de la Demanda Colectiva que usted trabajó durante el Período de la Demanda Colectiva y Períodos de Pago de PAGA que usted trabajó durante el Período de PAGA, según están reflejados en los registros del Demandado, se indican en la primera página de este Aviso. Usted tiene hasta el 27 de octubre de 2026, para impugnar el número de Semanas Laborales y/o Períodos de Pago que se le han acreditado. Puede presentar su impugnación enviando una carta firmada al Administrador por correo postal, electrónico o fax. En la Sección 9 del presente Aviso se encuentra la información de contacto del Administrador.

Usted necesita justificar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará el cálculo de Semanas Laborales en Cuestión y/o Períodos de pago de PAGA del Demandado basándose en los registros del Demandados como exacto a menos que usted envíe copias de registros que contengan información contraria. Usted debe enviar copias en lugar de originales porque los documentos no se le devolverán. El Administrador resolverá las impugnaciones de Semanas Laborales y/o Períodos de Pago de PAGA basándose en su

presentación y en los aportes de los Abogados de la Demanda Colectiva (que abogarán en nombre de los Miembros Participantes de la Demanda Colectiva) y los Abogados del Demandado. La decisión del Administrador es definitiva. Usted no puede apelar o impugnar su decisión definitiva.

12. ¿CÓMO SE ME PAGARÁ?

El Administrador enviará, por correo postal de EE. UU., un único cheque a cada Miembro Participante de la Demanda Colectiva (es decir, a cada Miembro de la Demanda Colectiva que no se excluya voluntariamente), incluyendo a aquellos que también califiquen como Empleados Perjudicados. El cheque único incluirá el Pago Individual de la Demanda Colectiva y el Pago Individual de la PAGA, si procede. El Administrador enviará, por correo postal de EE. UU., un único cheque de Pago Individual de PAGA a cada Empleado Perjudicado que se haya excluido de la Conciliación de la Demanda Colectiva.

Su cheque se enviará a la misma dirección que este Aviso. Si cambia de dirección, notifíquelo al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

13. ¿CÓMO ME EXCLUYO DE LA CONCILIACIÓN DE LA DEMANDA COLECTIVA?

Presente una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple de que no desea participar en la Conciliación. El Administrador le excluirá en base a cualquier escrito comunicando su petición de ser excluido. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Gutierrez v. Children's Law Center of California*, N.º de caso del Tribunal Superior de Los Ángeles 22STCV01134, , e incluir su información de identificación (nombre completo, dirección y dirección de correo electrónico o número de teléfono para fines de verificación). Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud en su nombre, no será válida. **Debe enviar al Administrador su solicitud de exclusión antes del 27 de octubre de 2026, o será inválida.** La Sección **9** del Aviso contiene la información de contacto del Administrador.

14. ¿CÓMO OBJETO LA CONCILIACIÓN?

Únicamente los Miembros Participantes de la Demanda Colectiva tienen derecho a objetar la Conciliación. Antes de decidir si objetar o no, tal vez desee ver lo que la Demandante y el Demandado piden al Tribunal que apruebe. Al menos 16 días hábiles del tribunal antes del 2 de diciembre de 2026, la Audiencia de Aprobación Definitiva, los Abogados de la Demanda Colectiva y/o la Demandante presentará al Tribunal (1) una Moción para la Aprobación Definitiva que incluya, entre otras cosas, las razones por las que la Conciliación propuesta es justa, Y (2) una Moción para Honorarios, Gastos de Litigio, y Pagos por Servicios indicando (i) la cantidad que los Abogados de la Demanda Colectiva solicitan en concepto de honorarios de abogados y gastos del litigio; y (ii) la cantidad que la Demandante solicita como Pago por Servicios de Representación de la Demanda Colectiva. Previa solicitud razonable, los Abogados de la Demanda Colectiva (cuya información de contacto se encuentra en la Sección 9 del presente Aviso) le enviará copias de estos documentos sin coste alguno para usted. También puede consultarlos en el sitio web del Administrador en https://ilymgroup.com/Children'sLawCenter o en el sitio web del Tribunal en https://www.lacourt.ca.gov/paos/v2web3/DocumentImages.

Un Miembro Participante de la Demanda Colectiva que no esté de acuerdo con algún aspecto del Acuerdo o de la Moción de Aprobación Definitiva puede objetar, por ejemplo, que la Conciliación propuesta es injusta, o que las cantidades solicitadas por los Abogados de la Demanda Colectiva o la Demandante son demasiado altas o bajas. **La fecha límite para enviar objeciones por escrito al Administrador es el 27 de octubre de 2026**. Asegúrese de indicar al Administrador qué objeta, por qué lo hace y los hechos que apoyan su objeción. Asegúrese de identificar la Demanda como *Gutierrez v. Children's Law Center of California*, N.º de caso del Tribunal Superior de Los Ángeles 22STCV01134, e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para el Demandado y firme la objeción. La Sección 9 del Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Demanda Colectiva puede objetar (o contratar personalmente a un abogado para que objete a su cargo) asistiendo a la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para exponer al Tribunal su objeción, los motivos de la misma y los hechos que la fundamentan. Consulte la Sección 8 del presente Aviso (inmediatamente abajo) para más información sobre la Audiencia de Aprobación Definitiva.

15. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Puede asistir, aunque no tiene que hacerlo, a la Audiencia de Aprobación Definitiva el 2 de diciembre de 2026, a las 10:00 a.m. en el Departamento 7 del Tribunal Superior de Los Ángeles, en el juzgado de Spring Street, ubicado en 312 North Spring Street, Los Angeles, CA 90012. En la Audiencia, el juez decidirá si concede la Aprobación Definitiva de la Conciliación y qué cantidad de la Conciliación Bruta se pagará a los Abogados de la Demanda Colectiva, a la Demandante y al Administrador.

El Tribunal invitará a los objetores, a los Abogados de la Demanda Colectiva y a los Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) personal o virtualmente a través de LACourtConnect (https://www.lacourt.org/lacc/). Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal reprograme la Audiencia de Aprobación Definitiva. Debe consultar la página web del Administrador [insertar sitio web] con antelación o contacte a los Abogados de la Demanda Colectiva para verificar la fecha y hora de la Audiencia de Aprobación Definitiva.

16. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que el Demandado y la Demandante han prometido hacer en virtud de la Conciliación propuesta. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento de la Conciliación es ir al sitio web deL Administrador en https://ilymgroup.com/Children'sLawCenter. También puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Demanda Colectiva o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web del Tribunal Superior visitando (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) e ingresando el Número de Caso para la Demanda, n.º de caso 22STCV01134. También puede programar una cita para consultar personalmente los documentos judiciales en la Secretaría del Tribunal Stanley Mosk llamando al (213) 830-0800.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE LA CONCILIACIÓN.

Administrador de la Conciliación:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

Abogados de la Demanda Colectiva:
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Erica Stepanian, Esq.
Lawyers *for* Justice, PC
450 N. Brand Boulevard, Suite 900
Glendale, California 91203
Teléfono (818) 265-1020
Facsímil (818) 265-1021

17. ¿Y SI PIERDO MI CHEQUE DE LA CONCILIACIÓN?

Si pierde o extravía su cheque de la Conciliación antes de cobrarlo, el Administrador se lo reemplazará siempre que solicite el reemplazo antes de la fecha de cancelación que figura en el anverso del cheque original. Si su cheque ya ha caducado, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

18. ¿Y SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia de otro modo su dirección postal.

EXHIBIT “B”

INVOICE

ILYM Group, Inc.
2832 Walnut Ave Suite C
Tustin, CA 92780

ILYM GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

Bill to
Gutierrez v. Children's Law Center of California
Case No. 22STCV01134

Invoice details
Invoice no.: 22STCV01134
Terms: Net 30
Invoice date: 11/05/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Case Startup**		1	$650.00	$650.00
2.		**Project Management**		1	$3,090.00	$3,090.00
3.		**Notification & Mailing**		1	$1,329.50	$1,329.50
4.		**Distribution (Includes EIN, Bank Acct * /QSF Setup)**		1	$3,365.50	$3,365.50
5.		**Case Conclusion**		1	$1,015.00	$1,015.00

Total **$9,450.00**

Scan to pay

VISA DISCOVER AMEX BANK PayPal venmo affirm

Note to customer

Thank you for your business and have a great day!

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: CG-Children's Law Center-1134

Wednesday, October 1, 2025

Requesting Attorney:
Erica Stepanian
Lawyers for Justice
erica@calljustice.com
818.647.9323

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	525
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$650.00
Project Management:	$3,090.00
Notification & Mailing:	$1,329.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$3,365.50
Case Conclusion:	$1,015.00
All-In/Capped ILYM Fees & Expenses:	**$9,450.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: CG-Children's Law Center-1134

Wednesday, October 1, 2025

Requesting Attorney's Name: Erica Stepanian

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	2	$300.00
Programming of Class Database	Hourly	$175.00	2	$350.00
**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**	**$650.00**
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	4	$480.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	1	$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	$70.00	1	$70.00
Report Processing	Hourly	$70.00	1	$70.00
Certified Spanish Translation	Flat Fee	$1,250.00	1	$1,250.00
ILYM Group Static Website	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$175.00	1	$175.00
Toll Free Customer Service Representative	Flat Fee	$225.00	1	$225.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$3,090.00**
NOTIFICATION & MAIILING				
Fulfillment of Notice, English & Spanish	Per Piece	$1.25	525	$656.25
USPS First Class Postage	Per Piece	$0.85	525	$446.25
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$1.75	63	$110.25
Storage, Photocopies, Deliveries	Flat Fee	$116.75	1	$116.75
			Subtotal	**$1,329.50**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: CG-Children's Law Center-1134

Wednesday, October 1, 2025

Requesting Attorney's Name: Erica Stepanian

Activity	Rate Type	Unit Cost	Volume	Amount
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
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$1.00	525	$525.00
USPS First Class Postage	Per Piece	$0.70	525	$367.50
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.50	42	$63.00
Preparation of Taxes	Hourly	$120.00	3	$360.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$3,365.50**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Project Manager Final Reporting	Hourly	$120.00	2	$240.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$125.00	1	$125.00

Subtotal **$1,015.00**

All-In/Capped ILYM Fees & Expenses: $9,450.00

ILYM Group's 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 Clients 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.