

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2 NORMAN B. BLUMENTHAL (SB# 068687)
3 Norm@bamlawca.com
4 KYLE R. NORDREHAUG (SB# 205975)
5 kyle@bamlawca.com
6 APARAJIT BHOWMIK (SB# 248066)
7 AJ@bamlawca.com
8 2255 Calle Clara
9 La Jolla, CA 92037
10 Telephone: 1(858) 551-1223
11 Facsimile: 1(858) 551-1232

12 Attorneys for Plaintiff

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

GLORIA GUINILING, an individual, on
behalf of herself, on behalf of all persons
similarly situated,

Plaintiffs,

v.

ESCONDIDO MEDICAL INVESTORS
LIMITED PARTNERSHIP LIFE CARE
CENTER OF ESCONDIDO, a Limited
Partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **37-2022-00019520-CU-OE-CTL**

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

Date: January 12, 2024
Time: 9:00 a.m.

Judge: Hon. Matthew C. Braner
Dept.: 60

1 I, Nick Castro declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Guiniling v.*
6 *Escondido Medical Investors* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

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

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Court approved Notice of Proposed Settlement of Class Action and Hearing Date for Final Court*
18 *Approval* (referred to as “Class Notice Packet”); (b) receiving and processing requests for
19 exclusion; (c) resolving Class Members’ disputes over the number of workweeks Defendant have
20 record of them working during the Class Period, which was pre-printed on their individualized
21 Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing
22 settlement award checks; (f) handling tax withholdings as required by the Settlement and the law;
23 (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
24 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
25 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On August 18, 2023, ILYM Group received the Court approved text for the Class
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Class
28 Notice Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On September 5, 2023, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, la\st known mailing address, and
3 the total number of applicable workweeks worked for each Class Member. The data file was
4 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
5 List contained 407 individuals.

6 6. As part of the preparation for mailing, all 407 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
10 contains requested change of addresses filed with the USPS. To the extent that an updated address
11 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
12 Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendant was used for the mailing of the Class Notice Packet.

14 7. On September 19, 2023, the Class Notice Packet was mailed, via U.S First Class
15 Mail, to all 407 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true
16 and correct copy of the mailed Class Notice Packet.

17 8. As of the date of this declaration, 32 class Notice Packets have been returned to our
18 office as undeliverable. Of the 32 returned Class Notice Packets, 2 were returned with a forwarding
19 address and promptly re-mailed to the forwarding address provided. ILYM Group performed a
20 computerized skip trace on the 30 returned Class Notice Packets that did not have a forwarding
21 address, in an effort to obtain an updated address for purpose of re-mailing the Class Notice Packet.
22 As a result of this skip trace, 26 updated addresses were obtained and the Class Notice Packet was
23 promptly re-mailed to those Class Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 28 Class Notice Packets have been re-
25 mailed. Specifically, 2 were re-mailed as a result of a forwarding address provided by the USPS,
26 26 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

27 10. As of the date of this declaration, a total of 4 Class Notice Packets have been
28 deemed undeliverable. Specifically, 4 have been deemed undeliverable as no updated address was

found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was November 20, 2023

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit an objection to the Settlement was November 20, 2023

13. As of the date of this declaration, ILYM Group will report a total of 407 Participating Class Members, representing 100% of the 407 Settlement Class Members. The 407 Participating Class Members had a total of 24,557 workweeks.

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

Gross Settlement Amount	\$ 850,000.00
Class Counsel Fees	\$ 283,333.00
Class Counsel Costs	\$ 25,000.00
Class Representative Service Payment	\$ 10,000.00
ILYM Group Fees	\$ 10,550.00
PAGA Penalties to LWDA	\$ 37,500.00
PAGA Penalties Allocation to Aggrieved Employees	\$ 12,500.00
Net Settlement Amount	\$ 471,117.00

To determine a Participating Class Member's Individual Class Payment, the distribution shall be divided among all Participating Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Participating Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Participating Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an

1 estimated average gross payment of \$1,157.54, with the estimated highest gross payment being
2 \$4,258.99.

3 15. ILYM Group's total fees and costs for services in connection with the administration
4 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
5 costs for completion of the settlement administration, are \$10,550.00. ILYM Group's work in
6 connection with this matter will continue with the calculation of the settlement award payments,
7 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
8 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
9 Group to perform.

10 I declare under penalty of perjury under the laws of the State of California and the United
11 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
12 was executed this 30th day of November 2023, at Tustin, California.

13
14
15 *Nick Castro*
16 Nick Castro
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

EXHIBIT “A”

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

***Guiniling vs. Escondido Medical Investors, Superior Court of the State of California,
County of San Diego, Case No. 37-2022-00019520-CU-OE-CTL)***

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.

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Escondido Medical Investors Limited Partnership Life Care Center of Escondido (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Gloria Guiniling (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period which is May 23, 2018 through August 16, 2022 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period which is January 7, 2021 through August 16, 2022 (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Estimated_Individual_Class_Payment» (less withholding) and your share of the PAGA Penalties is estimated to be \$«Estimated_PAGA_Payment».** 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 share of the PAGA Penalties, then according to Defendant’s records you are not eligible for share of the PAGA Penalties 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 «Pay_Weeks__Class_Period» workweeks** during the Class Period and **you worked «Pay_Periods__PAGA_Start_Date_172021» pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. 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 in exchange requires Class Members 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 a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is November 20, 2023.	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. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline November 20, 2023	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval	The Court's Final Approval Hearing is scheduled to take place on January 12, 2024, at 9:00 a.m., at the San Diego County Superior Court, located at 330 West Broadway,

Hearing	San Diego, CA 92101, in Department 60 before Judge Matthew C. Braner. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline November 20, 2023	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend 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 November 20, 2023. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the "Court"), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

The "Class Period" is May 23, 2018 through August 16, 2022.

2. What is this class action lawsuit about?

On May 23, 2022, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of San Diego, Case No. 37-2022-00019520-CU-OE-CTL. Plaintiff asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to reimburse employees for required expenses, failure to provide accurate itemized wage statements, failure to provide wages when due, failure to pay sick wages.

On May 23, 2022, Plaintiff filed a representative action complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 22NWCV00402, asserting a single cause of action for violation of the Private Attorneys General Act (Labor Code §§ 2698. et seq.) ("PAGA") based upon the above alleged violations. On May 1, 2023, the Parties filed a stipulation in Case No. 37-2022-00019520-CU-OE-CTL to add the PAGA causes of action to the Class Action. On June 15, 2023, Plaintiff filed this consolidated First Amended Complaint in Case No. 37-2022-00019520-CU-OE-CTL which is referred to herein as the "Operative Complaint". This lawsuit is referred to in this Class Notice as the "Action."

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Class Members any wages allegedly due; the Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on August 18, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Eight Hundred Fifty Thousand Dollars (\$850,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fully fund the Gross Settlement Amount no later than 15 days after the Effective Date. The “Effective Date” is the date the Judgment is entered, unless there are objections or an appeal, in which case it is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

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

- **Administration Expenses Payment.** Payment to the Settlement Administrator, estimated not to exceed \$12,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$283,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$25,000. Class Counsel has

been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiff's claim under PAGA, \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$12,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (January 7, 2021 through August 16, 2022).

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$469,667. The Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-Five Percent (25%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend

anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Class claims outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, violation of the Fair Employment and Housing Act, wrongful termination, discrimination, unemployment insurance, disability, social security and worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you worked «Pay_Weeks__Class_Period» Workweeks during the Class Period (May 23, 2018 through August 16, 2022).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Estimated_Individual_Class_Payment».

[Defendant's records reflect that you worked «Pay_Periods__PAGA_Start_Date_172021» PAGA Pay Periods during the during the PAGA Period (January 7, 2021 through August 16, 2022). Based on this information your estimated Individual PAGA Payment is \$«Estimated_PAGA_Payment».]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than the Response Deadline, which is November 20, 2023 [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. The address for the Administrator is P.O. Box 2031, Tustin, CA 92781. You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781 (888) 250-6810.

The Court will hold a Final Approval Hearing on January 12, 2024, at 9:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

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

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is November 20, 2023. You may also fax your request to opt out to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to excluded from the class settlement in the *Guiniling vs. Escondido Medical Investors* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Guiniling vs. Escondido Medical Investors*, Case No. 37-2022-00019520-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after November 20, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for November 20, 2023, Class Counsel and 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 Attorneys' Fees, Litigation Expenses and Service Award stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Guiniling vs. Escondido Medical Investors* or on the via the Case Information Portal for the California Superior Court for the County of San Diego (<https://cmportal.scscourt.org/Portal>) and entering the Case No. 37-2022-00019520-CU-OE-CTL.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is November 20, 2023** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Guiniling vs. Escondido Medical Investors*, Case No. 37-2022-00019520-CU-OE-CTL, and include your name, current address, email or telephone number, and approximate dates of employment with Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.
Email Address: claims@ilymgroup.com
Mailing Address: P.O. Box 2031, Tustin, CA 92781
Telephone Number: (888) 250-6810
Fax Number: (888) 845-6185

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at https://www.scscourt.org/general_info/news_media/courtAppearances.shtml. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Keith A. Jacoby
Stacey F. Blank
Zeeshan Kabani
LITTLER MENDELSON, P.C.
209 Century Park East, 5th Floor
Los Angeles, California 90067-3107

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on January 12, 2024, in Department 60 of the Superior Court of California, County of San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, before Judge Matthew C. Braner. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing either in person or using the Court's remote appearance platform at <https://www.sdcourt.ca.gov/virtualhearings>.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Guiniling vs. Escondido Medical Investors*. In addition, hearing dates are posted on the Internet through the Court's online Case Access system at <https://www.roa.sdcourt.gov/roa/> and entering the Case No. 37-2022-00019520-CU-OE-CTL.

10. How Can I Get More Information?

You may call the Administrator at (888) 250-6810 or write to *Guiniling vs. Escondido Medical Investors* Administrator, c/o ILYM Group, Inc.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Guiniling vs. Escondido Medical Investors*. You may get more details by examining the Court's file on the Internet through the Court's online Case Access system at <https://www.roa.sdcourt.gov/roa/> and entering the Case No. 37-2022-00019520-CU-OE-CTL. If you wish to view the Court files in person, you should go to the Clerk's Office located at 330 West Broadway, San Diego, CA 92101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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