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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

KAYCIE CROSSLEY, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CEREBRAL MEDICAL GROUP, P.A., a
Professional Association; CEREBRAL
MEDICAL GROUP, A PROFESSIONAL
CORPORATION, a Professional Corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No. **CGC-22-599132**

**DECLARATION OF TRACY DANTEMA
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: 10/5/2023

Time: 9:30 a.m.

Judge: Hon. Richard Ulmer

Dept.: 302

1 I, Tracy Dantema, declare as follows:

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

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

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

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1 4. On May 31, 2023, ILYM Group received the Court approved text for the Class
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On June 23, 2023, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, social security number, last known mailing address, the
6 number of weeks worked during the Class Period for each Class Member and the number of pay
7 periods worked during the PAGA Period for each Aggrieved Employee. The data file was uploaded
8 to our database and checked for duplicates and other possible discrepancies. The Class List
9 contained 217 individuals.

10 6. As part of the preparation for mailing, all 217 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
14 contains requested change of addresses filed with the USPS. To the extent that an updated address
15 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
16 Packet. To the extent that no updated address was found in the NCOA database, the original address
17 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

18 7. On July 5, 2023, a link to ILYM Group's website was set up for Class Members to
19 access relevant court documents. The website link is www.ilymgroup.com/cerebralmedicalgroup.
20 Also, the following telephone number, (888) 250-6810, was included in the Class Notice Packet for
21 Class Members to call should they have questions or want additional information.

22 8. On July 5, 2023, the Class Notice Packet was mailed, via U.S First Class Mail, to all
23 217 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
24 copy of the mailed Class Notice Packet.

25 9. As of the date of this declaration, 15 Class Notice Packets have been returned to our
26 office as undeliverable, none bearing a forwarding address provided by the USPS ILYM Group
27 performed a computerized skip trace on all 15 returned Class Notice Packets, in an effort to obtain
28 an updated address for the purpose of re-mailing the Class Notice Packet. As a result of this skip

1 trace, 9 updated addresses were obtained and the Class Notice Packets were promptly re-mailed to
2 those Class Members, via U.S. First Class Mail.

3 10. As of the date of this declaration, a total of 9 Class Notice Packets have been re-
4 mailed, all as a result of ILYM Group's skip tracing efforts.

5 11. As of the date of this declaration, a total of 6 Class Notice Packets have been deemed
6 undeliverable, as no updated addresses were found notwithstanding ILYM Group's skip tracing
7 efforts.

8 12. As of the date of this declaration, ILYM Group has not received any requests for
9 exclusion. The deadline to request exclusion from the Settlement was September 4, 2023.

10 13. As of the date of this declaration, ILYM Group has not received any objections to
11 the Settlement. The deadline to file an objection to the Settlement was September 4, 2023.

12 14. As of the date of this declaration, ILYM Group received 3 disputes from Class
13 Members. For 2 of the received disputes, the provided supporting documentation does not show the
14 number of Workweeks and/or Pay Periods in Defendants' records to be incorrect. Accordingly,
15 these 2 disputes were denied. For 1 of the received disputes, the provided supporting documentation
16 does show the number of Workweeks and/or Pay Periods in Defendant's records to be incorrect.
17 Accordingly, the Workweeks and Pay Periods for this Class Member were updated.

18 15. As of the date of this declaration, ILYM Group will report a total of 217
19 Participating Class Members, representing 100% of the Class.

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

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1	Gross Settlement Amount	\$ 1,200,000.00
2	Attorney's Fees	\$ 400,000.00
3	Attorney's Costs	\$ 15,000.00
4	Service Payment: Kaycie Crossley	\$ 10,000.00
5	ILYM Group Fees	\$ 10,000.00
6	LWDA	\$ 18,750.00
7	PAGA Allocation to Aggrieved Employees	\$ 6,250.00
8	Net Settlement Amount	\$ 740,000.00

17. Each Participating Class Member's individual settlement award payment will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying that result by each Participating Class Member's number of Workweeks worked during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$3,410.14, an estimated highest gross payment of \$15,178.86, and an estimated lowest gross payment of \$121.43. Additionally, 25% of the PAGA Penalties (\$6,250) will be distributed to the Aggrieved Employees by dividing the \$6,250 by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying that result by each Aggrieved Employee's number of Pay Periods worked during the PAGA Period. Based on these calculations, the Aggrieved Employees, will receive an estimated average payment of \$28.80, an estimated highest payment of \$133.23, and an estimated lowest payment of \$0.97.

18. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$10,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United

1 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
2 was executed this 7th day of September 2023, at Tustin, California.

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EXHIBIT “A”

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

***Crossley v. Cerebral Medical Group, PA, Superior Court of the State of California,
County of San Francisco, Case No. CGC-22-599132
(consolidated with Case No. CGC-22-600627)***

***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 Defendants Cerebral Medical Group, P.A. and Cerebral Medical Group, A Professional Corporation (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff Kaycie Crossley (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who work or previously worked for Defendants in California and were classified as an independent contractor at any time during the Class Period which is April 11, 2018 through April 24, 2023 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who work or previously worked for Defendants in California and classified as an independent contractor at any time during the PAGA Period which is April 12, 2021 through April 24, 2023 (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<Est.ClassPayment>> (less withholding) and your share of the PAGA Penalties is estimated to be \$<<Est.PAGA>>.** 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 Defendants’ 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 Defendants’ records showing that **you worked <<weeks>> workweeks** during the Class Period and **you worked <<Pay Periods>> 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 Class Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do 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 Defendants to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is: September 4, 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 Class 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 (September 4, 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 can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on October 5, 2023 at 9:30 a.m., at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 302 before Judge Richard Ulmer. 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, 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 9 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (September 4, 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 Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 4, 2023. See Section 5 of this Class 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 Francisco (the "Court"), has been reached between Plaintiff and Defendants 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 work or previously worked for Defendants in California and were classified as an independent contractor at any time during the Class Period. The "Class Period" is April 11, 2018 through April 24, 2023.

2. What is this class action lawsuit about?

On April 11, 2022, Plaintiff filed a class action complaint against Defendants in the Superior Court of the State of California, County of San Francisco. Plaintiff asserted the following class claims against Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to reimburse employees for required expenses, failure to provide accurate itemized wage statements, and failure to provide wages when due.

On July 11, 2022, Plaintiff filed a representative action complaint against Defendants in the Superior Court of the State of California, County of San Francisco, asserting a single cause of action for violation of the Private Attorneys General Act (Labor Code §§ 2698. et seq.) (“PAGA”) alleging violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3 et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order.

These two lawsuits are referred to in this Class Notice as the “Action.” On May 31, 2023, the Court issued an Order consolidating the class action case no. CGC-22-599132 with the PAGA Action Case No. CGC-22-600627 and granting leave to file the First Amended Complaint. The Order designated the class action Case No. CGC-22-599132 as the lead case. This First Amended Complaint filed April 24, 2023 is the operative complaint in Case No. CGC-22-599132 and is referred to as the “Operative Complaint”.

Defendants deny that they have done anything wrong and dispute all the claims in the Action. Specifically, Defendants contend 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 Defendants did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; the Defendants did not fail to reimburse Class Members for required expenses; that Defendants complied with California wage statement requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are 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 May 31, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, 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 Defendants, 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 Defendants, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million Two Hundred Thousand Dollars (\$1,200,000) (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 Defendants. Defendants shall fully fund the Gross Settlement Amount within 30 days of the Effective Date. The “Effective Date” is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendants fully fund 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 \$10,000, 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 \$400,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$15,000. 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 \$25,000 relating to Plaintiff’s claim under PAGA, \$18,750 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$6,250 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 (\$6,250) 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 Defendants for at least one day during the PAGA Period (April 12, 2021 through April 24, 2023).

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

Calculation of Payments to Class Members. After all 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 \$740,000.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of 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 Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants’ 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 Percent (20%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, penalties, and interest due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible 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 Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

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

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 Defendants, 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 all Released Class Claims. The "Released Class Claims" are any and all claims, demands, rights, liabilities, grievances, and causes of action that were alleged, or reasonably could have been alleged, based on the factual allegations as stated in the Operative Complaint (as defined in Section 2.5) during the Class Period, including claims for (1) violation of California Business and Professions Code § 17200 et seq.; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide required meal periods; (5) failure to provide required rest periods; (6) failure to reimburse employees for required expenses; (7) failure to provide accurate itemized wage statements; (8) failure to provide wages when due; and (9) violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802. 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, or class claims based on facts occurring 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 Defendants 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 Defendants, 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 all Released PAGA Claims. The "Released PAGA Claims" are any and all claims for civil penalties under PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations as stated in the Operative Complaint (as defined in Section 2.5) and the PAGA Notices during the PAGA Period that Plaintiff, on behalf of herself the LWDA and the Aggrieved Employees, alleged against Defendants and the Released Parties, including PAGA Claims predicated on alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 351, 510, 512, 558(a)(1)-(2), 1194, 1194.2, 1197, 1197.1, 1198, 2750.3 and 2802, and Industrial Welfare Commission Wage Orders (including and not limited to Wage Order No. 5-2001). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, 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: Defendants and each of its affiliated companies and respective parent companies, subsidiaries, affiliates, divisions, partners, shareholders, members, agents employee representatives, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors, and employees), predecessors, successors, and assigns.

5. How much will my payment be?

Defendants' records reflect that you worked <<weeks>> Workweeks during the Class Period (April 11, 2018 through April 24, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$<<Est.ClassPayment>>.

Defendants' records reflect that you worked <<Pay Periods>> PAGA Pay Periods during the during the PAGA Period (April 12, 2021 through April 24, 2023). Based on this information your estimated Individual PAGA Payment is \$<<Est.PAGA>>.

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 **September 4, 2023** [sixty (60) days after the mailing of the Class Notice or an additional 14 days 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 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 Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc., PO Box 2031, Tustin, CA 92780, Telephone: (888) 250-6810.

The Court will hold a Final Approval Hearing on October 5, 2023 at 9:30 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 Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain 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 September 4, 2023. You may also fax your request to opt out to (888) 845-6185 or email your request to opt-out to claims@ilymgroup.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Crossley v. Cerebral Medical Group* 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 *Crossley v. Cerebral Medical Group*, Case No. CGC-22-599132. 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 September 4, 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 Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for October 5, 2023, Class Counsel and Plaintiffs 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 the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-599132.

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 September 4, 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 your objection to (888) 845-6185 or email your objection 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, *Crossley v. Cerebral Medical Group*, Case No. CGC-22-599132, and include your name, current address, email or telephone number, and approximate dates of employment with Defendants 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

Website: www.ilymgroup.com/cerebralmedicalgroup

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.sfsuperiorcourt.org/divisions/civil/law-motion>. 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:

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E-Mail: SKim@ohaganmeyer.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:30 a.m. (Pacific Standard Time) on October 5, 2023, in Department 302 of the Superior Court of California, County of San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, before Judge Richard Ulmer. 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 using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-599132.

10. How Can I Get More Information?

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

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service 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 *Crossley v. Cerebral Medical Group*. You may get more details by examining the Court's file on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-599132. If you wish to view the Court files in person, you should go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

Crossley v. Cerebral Medical Group, PA

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Postage Will
Be Placed
Here Prior To
Mailing

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address>>

<< City>>, <<State>> <<Zip Code>>