

DUEL LAW FIRM

Jasmine Duel | SBN 271872 | jasmine@duellawfirm.com

270 North Cañon Drive, Third Floor

Beverly Hills, California 90210

T (310) 846-8553 | F (310) 300-1233

Attorney for Plaintiff Maria Teresa Rol

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Maria Teresa Rol, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

DAVID & MARGARET HOME INC., a
California nonprofit corporation; and DOES
1–50, inclusive,

Defendants.

Case No. 22STCV20976

Assigned to Judge Elihu M. Berle for All
Purposes, Department 6

**DECLARATION OF NICK CASTRO
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINSTRATOR**

DATE: JULY 18, 2025

TIME: 9:00AM

DEPARTMENT: 6

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I, NICK CASTRO declare and state as follows:

1. I am a Case Manager at ILYM Group, the Court appointed Class Action Settlement Administrator for Maria Teresa Rol v. DAVID & MARGARET HOME INC. I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement and Release of Claims (“Settlement Agreement” or “Settlement”) for this matter, ILYM Group was responsible for: (i) preparing, printing, and mailing the *Court Approved Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from June 28, 2018 to December 29, 2023 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from June 24, 2021 to December 29, 2023 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, Class Representative Service Payments, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

1 3. On April 4, 2025, ILYM received a data file from Defense Counsel that contained
2 names, last known mailing addresses, Social Security numbers, and dates of employment for
3 each Class Member (“Class List”) during the Class Period. The final mailing list contained five
4 hundred and seventy one (571) identified as Class Members.

5 4. On April 18, 2025, ILYM conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of
6 this database provides updated addresses for any individual who has moved in the previous
7 four (4) years and notified the U.S. Postal Service of their change of address.

8 5. On April 18, 2025, ILYM mailed the Notice in English via U.S. first class mail
9 to all five hundred seventy-one (571) Class Members on the Class List. A true and correct copy of
10 the mailed Notice is attached hereto as **Exhibit A**.

11 6. As of the date of this declaration, fifty-two (52) Notices have been returned
12 to ILYM. None were returned with a forwarding address. For the fifty-two (52) Notices
13 returned from the Post Office without a forwarding address, ILYM attempted to locate a current
14 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
15 available for skip tracing. Of the fifty-two (52) Notices that were skip traced, thirty-four (34)
16 updated addresses were obtained and the Notice was promptly re-mailed to the Class Members
17 via first class mail.

18 7. As of the date of this declaration, eighteen (18) Notices remain undeliverable since
19 an updated address could not be obtained via skip trace.

20 8. As of the date of this declaration, ILYM has received zero (0) Requests
21 for Exclusion from Class Members. The deadline to request exclusion from the Class
22 Settlement is June 18, 2025.

23 9. As of the date of this declaration, ILYM has received zero (0) Notices of
24 Objection from Class Members. The deadline for objecting to the Class Settlement is June 18,
25 2025.

10. As of the date of this declaration, ILYM has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute is June 18, 2025.

11. There are five hundred seventy-one (571) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of forty thousand eight hundred ninety-nine (40,899) Workweeks during the Class Period. Each Workweek is valued at approximately \$4.42.

12. The Net Settlement Amount of \$180,949.42 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$133,333.33) and Class Counsel costs of \$20,767.25, requested Class Representative Service Payment of \$5,000.00, the PAGA Amount (\$50,000.00), and the requested Settlement Administration Costs of \$9,950 from the Gross Settlement Amount (\$400,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$1,269.77, the lowest Individual Settlement Share to be paid is approximately \$4.42, while the average Individual Settlement Share to be paid is approximately \$316.90. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

14. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$12,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are two hundred eighty-eight (288) Aggrieved Employees who worked a total of seven thousand three hundred fifty-two (7,352) Pay Periods during the PAGA Period. The highest

Individual PAGA Payment to be paid is approximately \$103.71, and the average Individual PAGA Payment to be paid is approximately \$42.96.

15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

16. ILMY's costs associated with the administration of this matter are \$9,950. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from ILYM is attached hereto as **Exhibit B.**

I declare under penalty of perjury under the laws of the State of California that all the foregoing is true and correct. Executed on May 14, 2025, in Los Angeles, California.

By: Nick Castro

Nick Castro

EXHIBIT “A”

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

Maria Teresa Rol, on behalf of herself and all others similarly situated v. David & Margaret Home, Inc.
Case No. 22STCV20976 (Filed June 28, 2022) Superior Court of the State of California for the County
of Los Angeles

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 David & Margaret Home, Inc., a California nonprofit corporation (hereinafter “Defendant”) for alleged wage and hour violations. The Action was filed by Defendants’ former employees, Maria Teresa Rol (hereinafter referred to as “Plaintiff”), and seeks payment of **(1)** back wages and other relief for the period from June 28, 2018, through December 29, 2023 (the “Class Period”) as applied to all current and former non-exempt employees who were employed by Defendant in California during the Class Period and who were paid wages by David & Margaret Home, Inc. (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification) (“Class Members”); and **(2)** penalties under the California Private Attorney General Act (“PAGA”) for the period from June 24, 2021, through December 29, 2023 (the “PAGA Period”) as applied to all current and former non-exempt employees who were employed by Defendants in California during the PAGA Period and who were paid wages by Defendants (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. 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 Defendants’ 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 Defendants’ records showing that **you worked ____ workweeks** during the Class Period and **you worked __ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees 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. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, 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.

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 wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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 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 6 of this Notice.
The Opt-out Deadline is June 18, 2025	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by June 18, 2025	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing, set for July 18, 2025, at 9:00 a.m. in Dept. 6 of the Los Angeles Superior Court, located 312 North Spring Street, Los Angeles, CA 90012	The Court's Final Approval Hearing is scheduled to take place on July 18, 2025, at 9:00 a.m. 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 Challenges Must be Submitted by June 18, 2025	The amount of your Individual Class Payment and PAGA Payment (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 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 June 18, 2025. See Section 4 and Section 7 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by **(1)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210), **(2)** failing to pay overtime, **(3)** failing to pay minimum wages, **(4)** failing to provide compliant meal periods and pay missed meal period premiums, **(5)** failing to provide compliant rest periods and pay missed rest period premiums, **(6)** failing to pay all wages due and owing at separation, **(7)** failing to provide complete and accurate wage statements, and **(8)** failing to pay timely wages during employment.

Based on the same claims, Plaintiff 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: Jasmine Duel of Duel Law Firm. ("Class Counsel"). Defendant strongly denies violating any laws or failing to pay any wages and contend they 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 an experienced, neutral mediator 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 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?

- a. Defendant Will Pay \$400,000.00 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, Defendants will fund the Gross Settlement within one year of the date of preliminary approval of settlement. 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.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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:
 - i. Up to one-third of the Gross Settlement (i.e., \$133,333.33) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$5,000.00 for Teresa Maria Rol for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - iii. Up to \$12,000 to the Administrator for services administering the Settlement.
 - iv. Up to \$50,000.00 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.

- c. 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.
- d. 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. Defendants will separately pay employer payroll taxes they owe 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.

- e. 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.

- f. 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 June 18, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion. You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.
- g. 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 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.

- h. Administrator. The Court has appointed a neutral company, ILYM Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, 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.
- i. 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 Defendants 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:

Release by Participating Class Members Who Are Not Aggrieved Employees:

Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and Participating Class Members who do not opt out of the Settlement, release the Released Parties from any and all claims alleged in Named Plaintiff’s Operative Complaint, during the Class Period, including (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize or permit rest periods, (5) failure to reimburse business related expenses, (6) failure to furnish accurate itemized wage statements wage statement violations, (7) failure to pay wages upon separation of employment and within the required time, and (8) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims (“Released Claims”). Except as set forth in Section 5.02 of this Agreement, Participating Class Members do not release any other claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security workers’ compensation, or claims based on facts occurring outside the Class Period.

Release by Non-Participating Class Members Who Are Aggrieved Employees

Upon the date of funding the Gross Settlement Amount, the State of California and All Non-Participating who are Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA period facts stated in the Operating Complaint and the PAGA Notice and ascertained sent to the LWDA.

Named Plaintiff’s Release of Unknown Claims

Upon the date of funding the Gross Settlement Amount, Named Plaintiff waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Named Plaintiff’s employment with Defendant, whether known or unknown, which exist or may exist as of the Parties’ execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Named Plaintiff’s general release provided herein is made with an express waiver a relinquishment of any claim, right, or benefit under California Civil Code § 1542.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. 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.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. 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 Defendants’ records, are stated in the first page of this Notice. You have until June 18, 2025, 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 Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. 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.
- b. Non-Participating Class Members. 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 (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in 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 be excluded. Be sure to personally sign your request, identify the Action as ***Maria Teresa Rol, on behalf of herself and all others similarly situated v. David & Margaret Home, Inc. Case No. 22STCV20976***, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security 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 June 18, 2025, 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 Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) days before the July 18, 2025 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 request for fees, litigation expenses, and service awards (which may be filed as part of the Motion for Final Approval or as part of a separate Motion for Fees, Litigation Expenses, and Service Awards) 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 Award. 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.

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 Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is June 18, 2025.** 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 (***Maria Teresa Rol, on behalf of herself and all others similarly situated v. David & Margaret Home, Inc. Case No. 22STCV20976***), and include your name, current address, telephone number, and approximate dates of employment for Defendants 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 July 18, 2025, 9:00 a.m. in Department 6 of the Los Angeles Superior Court, located 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, Plaintiffs, 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 if the Court's rules permit. 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, www.ilymgroup.com, (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 ILYM Group Administrators' website (www.ilymgroup.com). 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. You can also make an appointment to personally review court documents in the Clerk's Office.

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

Class Counsel:

Name of Firm: Duel Law Firm

Names of Attorneys and Email Addresses: Jasmine A. Duel, Jasmine@duellawfirm.com

Mailing Address: 270 N. Canon Drive, Third Floor, Beverly Hills, CA 90210

Telephone: 310-975-7095

Fax: 310-846-8549

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address: claims@ilymgroup.com

Mailing Address: PO Box: PO Box 2031, Tustin, CA 92781

Phone: 888-250-6810

Fax: 888-845-6185

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 Controller's 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.

EXHIBIT “B”

Case Name: Rol v. David & Margaret Home

Tuesday, May 21, 2024

Requesting Attorneys Name:	Jasmine Duel
E-Mail:	jasmine@duellawfirm.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	545
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$650.00
Project Management & Noticing:	\$2,135.00
Notification & Mailing:	\$1,474.45
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$4,450.55
Case Conclusion:	\$1,240.00
Total ILYM Fees & Expenses:	\$9,950.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Rol v. David & Margaret Home

Tuesday, May 21, 2024

Requesting Attorneys Name: Jasmine Duel

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 & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	3	\$210.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	3	\$210.00
NCOA	Flat Rate	\$125.00	1	\$125.00
Toll Free Customer Service Representative	Flat Fee	\$150.00	1	\$150.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,135.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	545	\$817.50
USPS First Class Postage	Per Piece	\$0.64	545	\$348.80
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	82	\$163.50
Storage, Photocopies, Deliveries	Flat Fee	\$144.65	1	\$144.65

Subtotal \$1,474.45

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Rol v. David & Margaret Home

Tuesday, May 21, 2024

Requesting Attorneys Name: Jasmine Duel

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.00	545	\$545.00
USPS First Class Postage	Per Piece	\$0.64	545	\$348.80
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	55	\$81.75
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$4,450.55

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,240.00

Total Case Estimate: \$9,950.00