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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

ROYA NOORI and PAOLA OLIVO on behalf
of themselves, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

VISTA COMMUNITY CLINIC; and
DOES 1-100,

Defendants.

Case No. 37-2023-00000144-CU-OE-CTL
(Consolidated with Case No.
37-2023-00005665-CU-OE-CTL)

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: January 24, 2025
Time: 9:00 a.m.

Judge: Hon. James A. Mangione
Dept.: C-75

1 I, Makenna Snow, 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, *Noori v.*
6 *Vista Community Clinic* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and
8 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 Class Action Settlement and Hearing Date for Final Court Approval*, (referred to as
18 “Class Notice”); (b) receiving and processing requests for exclusion and objections to the
19 Settlement, if applicable; (c) resolving Settlement Class Members’ disputes over the number of
20 work weeks Defendant has record of them working during the Class Period, which was pre-printed
21 on their individualized Class Notice; (d) establishing a QSF account and calculating individual
22 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
23 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
24 and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the
25 terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the
26 Court orders ILYM Group to perform.

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1 4. On September 13, 2024, ILYM Group received the Court approved text for the Class
2 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On October 8, 2024, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, last
6 known telephone number, last known e-mail address, the dates of employment worked for each
7 individual, the employee status, position ID, the number of Workweeks worked for each Settlement
8 Class Member during the Class Period and the number of Pay Periods worked for each PAGA
9 Employee during the PAGA Period. The data file was uploaded to our database and checked for
10 duplicates and other possible discrepancies. The Class List contained 1,490 individuals.

11 6. As part of the preparation for mailing, all 1,490 names and addresses contained in
12 the Class List were then processed against the National Change of Address ("NCOA") database,
13 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
14 the mailing addresses of the Settlement Class Members before mailing of the Class Notice. The
15 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
16 address was found in the NCOA database, the updated address was used for the mailing of the Class
17 Notice. To the extent that no updated address was found in the NCOA database, the original address
18 provided by Counsel for Defendants was used for the mailing of the Class Notice.

19 7. On October 17, 2024, the Class Notice was mailed, via U.S First Class Mail, to all
20 1,490 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
21 copy of the mailed Class Notice.

22 8. As of the date of this declaration, 74 Class Notices have been returned to our office.
23 Of the 74 returned Class Notices, none included a forwarding address. ILYM Group performed a
24 computerized skip trace on the 74 returned Class Notices that did not have a forwarding address,
25 in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. As a result
26 of this skip trace, 55 updated addresses were obtained and the Class Notices were promptly re-
27 mailed to those Settlement Class Members, via U.S. First Class Mail. In addition, 1 Settlement
28 Class Member contacted ILYM Group to request that a Class Notice be re-mailed to them.

1 9. As of the date of this declaration, a total of 56 Class Notices have been re-mailed.
2 Specifically, 55 Class Notices have been re-mailed as a result of ILYM Group's skip tracing efforts
3 and 1 was re-mailed as a result of a request made by a Class Member.

4 10. As of the date of this declaration, a total of 19 Class Notices have been deemed
5 undeliverable as no updated addresses were found notwithstanding the skip tracing.

6 11. As of the date of this declaration, ILYM Group has not received any requests for
7 exclusion. The deadline to request exclusion from the Settlement was December 2, 2024.

8 12. As of the date of this declaration, ILYM Group has not received any objections to
9 the Settlement. The deadline to file an objection to the Settlement was December 2, 2024.

10 13. As of the date of this declaration, ILYM Group has received 1 dispute from a
11 Settlement Class Member, which has been reviewed and resolved.

12 14. As of the date of this declaration, ILYM Group will report a total of 1,490
13 Participating Class Members, representing 100.00% of the 1,490 Settlement Class Members. The
14 total number of Workweeks worked by the Participating Class Members during the class period is
15 143,396.

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

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1	Gross Settlement Amount	\$3,000,000.00
2	Attorney's Fees	\$1,050,000.00
3	Attorney's Costs/Expenses	\$26,329.53
4	Service Payment -Roya Noori	\$10,000.00
5	Service Payment - Paola Olivo	\$10,000.00
6	ILYM Group Fees	\$19,564.80
7	LWDA	\$112,500.00
8	Aggrieved Employees	\$37,500.00
9	Net Settlement Fund	\$1,734,105.67

10 16. The total number of Workweeks worked by the Participating Class Members during
11 the class period is 143,396. As of the date of this declaration, the Escalator Clause has not been
12 triggered.

13 17. To determine a Participating Class Member's individual settlement award payment,
14 the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of
15 the Applicable Workweeks worked by each Class Member during the Class Period, to the total
16 number of Applicable Workweeks worked by all Class Members during the Class Period. Based
17 on these calculations, the Participating Class Members will receive an estimated average gross
18 payment of \$1,163.83, with the estimated highest gross payment being \$3,240.96.

19 18. The PAGA payment shares to the PAGA Employees will be calculated based on the
20 Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution
21 will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the
22 Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to
23 the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the
24 PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated
25 average payment of \$28.37, with the estimated highest payment being \$64.64.

26 19. ILYM Group's total fees and costs for services in connection with the administration
27 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
28 costs for completion of the settlement administration, are \$19,564.80. ILYM Group's work in

1 connection with this matter will continue with the calculation of the settlement award payments,
2 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
3 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
4 Group to perform.

5 I declare under penalty of perjury under the laws of the State of California and the United
6 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
7 was executed this 20th day of December 2024, at Tustin, California.

8
9 Makenna Snow
MAKENNA SNOW

EXHIBIT “A”

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

Noori v. Vista Community Clinic (Case No. 37-2023-00000144-CU-OE-CTL) (consolidated with Case No. 37-2023-00005665-CU-OE-CTL)

The Superior Court for the State of California, County of San Diego (“Court”) authorized this Class Notice (“Class Notice”). Read it carefully! It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Vista Community Clinic (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Roya Noori and Paola Olivo (“Plaintiffs,” “Plaintiff Noori,” and “Plaintiff Olivo”), former employees of Defendant. Collectively, Plaintiffs and Defendant are the “Parties.” The Action seeks payment of:

- (1) Unpaid wages for a class of current and former non-exempt, hourly employees who were employed by Defendant in California at any time during the period from January 3, 2019, through January 18, 2024 (“Class,” “Class Members,” “Class Period”); and
- (2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all current and former non-exempt, hourly employees who were employed by Defendant in California at any time during the period from February 8, 2022, through January 18, 2024 (“Aggrieved Employees” and “PAGA Period”).

The Settlement has two main parts: (1) Class Settlement requiring Defendant to fund “Individual Class Payments” (the Participating Class Members’ pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period); and (2) PAGA Settlement requiring Defendant to fund “Individual PAGA Payments” (the Aggrieved Employees’ pro rata share of twenty-five percent [25%] of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period).

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$«Est_Individual_Class_Payment_» (less withholding) and your Individual PAGA Payment is estimated to be \$«Est_Individual_PAGA_Payment_». The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing you worked «Class_Work_Weeks» “Workweeks” (defined as any week during the Class Period during which a Class Member worked for Defendant for at least one [1] day) during the Class Period and worked «PAGA_Pay_Periods» “Pay Periods” (any Pay Period during the PAGA Period during which an Aggrieved Employee worked for Defendant for at least one [1] day) during the PAGA Period. If you believe you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Class Notice.

The Court has already preliminarily approved the 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 Class 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the Settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the Settlement and be eligible for an Individual Class Payment and/or Individual PAGA 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 Defendant.
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 but will preserve your right to personally pursue Class Period

wage claims against Defendant. Moreover, if you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

Defendant won't retaliate against you for any actions you take with respect to the 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 Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement ("Released Claims").
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt Out Deadline is December 2, 2024	If you don't want to fully participate in the 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 will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the Settlement. See Section 6 of this Class Notice. You cannot opt out of the PAGA portion of the Settlement. Defendant 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 December 2, 2024	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the 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 Class Notice.
You Can Participate in the Final Approval Hearing	The Court's "Final Approval Hearing" is scheduled to take place on January 24, 2025. 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 telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by December 2, 2024	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Class Notice. See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under Labor Code section 2698, *et seq.* (PAGA). Plaintiffs are represented by attorneys Douglas Han, and Shunt Tatavos-Gharajeh of Justice Law Corporation and David Mara and Jill Vecchi of Mara Law Firm, PC.

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

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

The Court has made no determination whether Plaintiffs or Defendant is correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator 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 following a full day of mediation. By signing the “Class Action and PAGA Settlement Agreement” (“Settlement Agreement,” “Settlement,” or “Agreement”) and agreeing to jointly ask the Court to enter a Judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a Settlement that is subject to the Court’s final approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe: (1) Defendant agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and 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 Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine final approval.

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

1. Defendant Will Pay \$3,000,000 as the “Gross Settlement Amount”. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
 - a. Assuming the Court grants final approval, Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than the Effective Date.
 - b. “Effective Date” means fourteen (14) calendar days after both of the following have occurred: (i) the Court enters a “Judgment” on its order granting final approval of the Settlement; and (ii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (1) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (2) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (3) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs 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:
 - a. Up to \$1,050,000 (35% of the Gross Settlement Amount) to Class Counsel as their “Class Counsel Fees Payment” and up to \$50,000 as their “Class Counsel Litigation Expenses Payment”. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000 to each Plaintiff (totaling \$20,000) as their “Class Representative Service Payments” for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$25,000 to the Administrator as the “Administration Expenses Payment” for services administering the Settlement.
 - d. Up to \$150,000 for “PAGA Penalties”, seventy-five percent (75%) of which (\$112,500) will be paid to the LWDA as the LWDA PAGA payment and twenty-five percent (25%) of which (\$37,500) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Right to Object. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

4. Net Settlement Amount 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 Amount (“Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
5. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Form 1099.
 - a. While the Parties 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.
6. Need to Promptly Cash Payment Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund (“UCP”) in the name of the Class Member. If the monies represented by your check is sent to the California Controller’s UCP, you should consult the rules of the UCP for instructions on how to retrieve your money.
7. 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 that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed “Request for Exclusion” by **December 2, 2024**. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s: (a) full name; (b) present address; (c) email address or telephone number; and (d) a simple statement electing to be excluded from the Class Settlement. Non-Participating Class Members will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.
 - a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.
8. 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. The Parties agreed, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company ILYM Group, Inc. (“Administrator”) to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail 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 Class Notice.
10. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement Agreement. This means unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its 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 the Settlement Agreement. The Participating Class Members will be bound by the following release:
 - a. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the “Released Parties” (Defendant

and its parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents, employees, and stockholders) from all claims that were alleged, or reasonably could have been alleged, based on the facts contained in the Action and that occurred during the Class Period. Except for the PAGA Penalties for those Participating Class Members also qualifying as Aggrieved Employees, 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 claims based on facts occurring outside the Class Period.

11. Aggrieved Employees' PAGA Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who are Non-Participating Class Members, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by the Settlement. The Aggrieved Employees will be bound by the following release:

- a. All Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action and PAGA notice to the LWDA that occurred during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$37,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek / Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Class Notice. You have until **December 2, 2024** to challenge the number of Workweeks and/or PAGA 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 Class Notice has the Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and counsel for Defendant. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.

3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class 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 full name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Class 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 *Noori v. Vista Community Clinic* (Case No. 37-2023-00000144-CU-OE-CTL) (consolidated with Case No. 37-2023-00005665-CU-OE-CTL), and include your identifying information (full name, present address, and email address or telephone number). 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 **December 2, 2024**, or it will be invalid. Section 9 of the Class 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 Class Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, the motion for final approval and/or motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments may wish to object. The deadline for sending written objections to the Administrator is **December 2, 2024**. 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 as *Noori v. Vista Community Clinic* (Case No. 37-2023-00000144-CU-OE-CTL) (consolidated with Case No. 37-2023-00005665-CU-OE-CTL) and include your full name, present address, email address or telephone number, and signature. Section 9 of this Class 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 Class Notice 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 January 24, 2025 at 9:00 a.m. in Department C-75 of the San Diego County Superior Court located at 330 West Broadway San Diego, California 92101. At the Final Approval Hearing, the judge will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and Administrator. The Court will invite comments from objectors, Class Counsel, and counsel for Defendant before deciding.

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

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at www.ilymgroup.com/VistaCommunity. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Court's website by going to <https://roa.sdcourt.ca.gov/roa/> and entering the Case No. Case No. 37-2023-00000144-CU-OE-CTL (consolidated with Case No. 37-2023-00005665-CU-OE-CTL). You can also go to the Court in person at the address listed in Section 8 of this Class Notice and request copies of the court documents.

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

Class Counsel:

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Administrator will replace it if 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 at https://www.sco.ca.gov/search_upd.html 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.