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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

SHELLA CARE MANAGEMENT SERVICES, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. CVRI2202930
Consolidated with CVRI2202932

Honorable Harold W. Hopp
Department 1

CLASS ACTION

DECLARATION OF LLUVIA ISLAS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date:	November 23, 2026
Time:	8:30am
Department:	1
Complaint Filed:	July 14, 2022
Jury Trial Date:	None Set

DECLARATION OF LLUVIA ISLAS

I, Lluvia Islas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Gladys Villagrana v. Shella Care Management Services, LLC* (the "Action"). 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. Phoenix 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 and Release of Claims, Amendment No. 1 to the Class Action and PAGA Settlement and Release of Claims, and Amendment No. 2 to the Class Action and PAGA Settlement and Release of Claims (collectively, "Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from July 14, 2018 to July 18, 2024 ("Class Period") and the number of workweeks that each Aggrieved Employee worked during the time period from March 23, 2021 to July 18, 2024 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Opt-Out Request"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members ("Workweeks Disputes"); (v) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for Attorneys' Fees and Costs, the Enhancement Award to Plaintiff, Settlement Administration Costs to itself, 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.

3. On July 16, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and

workweeks for each Class Member and Aggrieved Employee ("Class List") during the Class Period and PAGA Period. The final mailing list contained five hundred ninety-four (594) individuals identified as Class Members and three hundred seventy-four (374) individuals identified as Aggrieved Employees.

4. On July 24, 2026, Phoenix 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 this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On August 17, 2026, Phoenix mailed the Class Notice via U.S. first class mail, in English and Spanish, to all five hundred ninety-four (594) individuals on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, zero (0) Class Notices have been returned to Phoenix as undeliverable.

7. As of the date of this declaration, Phoenix has received four valid (4) Opt-Out Requests from Class Members Teri Lopez, Nova Lumingkewas, Hifniandy Assegaf, and Kathleen Caine. True and correct copies of these Opt-Out Requests are attached hereto as **Exhibits B, C, D,** and **E**. The deadline to request exclusion from the Class Settlement was October 16, 2026.

8. As of the date of this declaration, Phoenix has received zero (0) Objections from Class Members. The deadline for objecting to the Class Settlement was October 16, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Workweeks Disputes from Class Members. The deadline for submitting a dispute was October 16, 2026.

10. There are five hundred ninety (590) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 99.3% of the Class. Participating Class Members have worked a collective total of sixty-eight thousand two hundred seventy-six (68,276) Workweeks during the Class Period. Each Workweek is valued at approximately $6.70.

11. The Escalator Clause of the Settlement Agreement indicates if the actual number of Workweeks during the Class Period is at least 10% greater than the Projected Workweeks (65,594

Workweeks), the Total Settlement Amount will increase on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases by 11% to 72,809 Workweeks, the Total Settlement Amount will increase by 1%). Given the total Workweeks was 68,276, the Escalator Clause was not triggered.

12. The Net Settlement Amount of $457,680.07 available to pay Participating Class Members was determined by subtracting the requested Attorneys' Fees ($360,500.00), and Attorneys' Costs ($8,819.93), requested Enhancement Award to Plaintiff Villagrana ($7,500.00) the PAGA Penalty Amount ($185,000.00), and the requested Settlement Administration Costs ($10,500.00) from the Total Settlement Amount ($1,030,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $2,212.12, the lowest Individual Settlement Payment to be paid is approximately $13.41, while the average Individual Settlement Payment to be paid is approximately $775.73. Participating Class Members will be issued payment of their Individual Settlement Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in addition to the Total Settlement Amount.

15. Additionally, $185,000.00 of the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalty Amount"), of which 75%, or $138,750.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $46,250.00, of which shall be paid to all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State of California at any time during the PAGA Period (i.e., Aggrieved Employees). There are three hundred seventy-four (374) Aggrieved Employees who worked a total of thirty-two thousand sixty-seven (32,067) Workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $252.40, the lowest Individual PAGA Payment to be paid is approximately $1.44, and the average Individual PAGA Payment to be paid is approximately $123.66.

16. To complete the Settlement Administration for the *Gladys Villagrana v. Shella Care Management Services, LLC.*, the Settlement Administration will include a combination of hard costs and hourly costs detailed below:

- Hard Costs: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, and Re-Mailing of Notices.
- Hourly Costs: The hourly rates include Programming Database & Setup, Project Management, Notice Formatting, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Individual Settlement Payments, Reconciliation of Uncashed Checks, Conclusion Reports, Tax Filings, and Case Management/Maintenance throughout pre- and post-settlement distribution.

17. To date, Phoenix has spent time (i) preparing, translating, printing, and mailing the Notice; (ii) responding to inquiries and communicating with Class Members; (iii) conducting a National Change of Address search to update the Class Members' addresses as accurately as possible; (iv) processing and validating the Request for Exclusion; and (v) providing reports to the Parties' counsel. The time Phoenix has dedicated to this Action, as of this date, is twenty-four (24) hours. Phoenix's hard costs to date are $5,039.22.

18. After final approval, Phoenix will be (i) calculating the Net Settlement Amount and the Individual Settlement Payments and Individual PAGA payments; (ii) issuing the Individual Settlement Payments and, to the extent applicable, Individual PAGA Payment checks and distributing them to Participating Class Members and Aggrieved Employees; (iii) issuing the payment to Class Counsel for Court-approved attorneys' fees and costs, the Service Payment check to Plaintiff, remitting payment to the LWDA and the employer/employee payroll taxes to the proper taxing authorities; (iv) mailing a reminder postcard to any class member whose settlement distribution check has not been negotiated within 60 days after the date of mailing; (v) redistributing funds from uncashed checks to Participating Class Members who cashed their checks; (vi) printing and providing Participating Class Members, PAGA Employees, Plaintiff, and Class Counsel with, as applicable and set forth in the Settlement, W-2s and 1099 forms.

19. The *estimated* time Phoenix will dedicate to this Action, after final approval through closure of the QSF, is twenty-seven (27) hours. Phoenix's *estimated* expenses it anticipates incurring are $5,507.50.

20. Phoenix has agreed to perform all the listed Settlement Administration duties for *Gladys Villagrana v. Shella Care Management Services, LLC.,* for an agreed upon Fixed Fee of $10,500.00. A detailed list of Phoenix's pre-distribution hourly and hard cost totals, in addition to the estimated hours and hard costs needed to complete the post-distribution Settlement Administration, is attached hereto as **Exhibit F.**

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on October 28, 2026, at Orange, California.

Lluvia Islas

LLUVIA ISLAS

Exhibit A

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

NOTICE OF CLASS ACTION SETTLEMENT

Gladys Villagrana v. Shella Care Management Services, LLC

Superior Court of California for the County of Riverside, Case No. CVRI2202930 ("PAGA Action")

Gladys Villagrana v. Shella Care Management Services, LLC

Superior Court of California for the County of Riverside, Case No. CVRI2202932 ("Class Action")

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Gladys Villagrana ("Plaintiff") and Defendant Shella Care Management Services, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Gladys Villagrana v. Shella Care Management Services, LLC*, Riverside County Superior Court, Case No. CVRI2202930 ("PAGA Action") and *Gladys Villagrana v. Shella Care Management Services, LLC*, Riverside County Superior Court, Case No. CVRI2202932 ("Class Action") (together, "Actions"), which may affect your legal rights. On July 30, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on November 23, 2026, at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid or non-exempt employees of Defendant in California who worked for Defendant during the Class Release Period.

"**Class Period**" means the period from July 14, 2018, through July 18, 2024.

"**Class Settlement**" means the settlement and resolution of Class Released Claims (described in Section III.D below).

"**Aggrieved Employees**" means all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant, within the State of California at any time during the PAGA Period.

"**PAGA Settlement**" means the settlement and resolution of PAGA Released Claims (described in Section III.D below).

"**PAGA Period**" means the time period from March 23, 2021, through July 18, 2024.

II. BACKGROUND OF THE ACTION

On March 24, 2022, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA"), by online submission, and to Defendant by certified mail, the specific provisions of the California Labor Code that were allegedly violated, thereby initiating LWDA Case No. LWDA-CM-875159-22 ("PAGA Notice"). Thereafter, on May 2, 2022, the PAGA Notice was re-sent to Defendant by certified mail after the PAGA Notice was returned as undeliverable to Defendant. On July 14, 2022, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code section 2698 in the Riverside County Superior Court, Case No. CVRI2202930 ("PAGA Action"). PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for California Labor Code violations. On July 14, 2022, Plaintiff filed a Class Action Complaint for Damages in Riverside County Superior Court, Case No. CVRI2202932 ("Class Action") (the Class Action and PAGA Action are collectively referred to as the "Actions"). On February 25, 2022, the Court consolidated the Actions and deemed the PAGA Action as the lead case.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq*. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement and Release of Claims and Amendment No. 1 to the Class Action and PAGA Settlement and Release of Claims (together, "Agreement," "Settlement," or "Settlement Agreement").

On July 30, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Gladys Villagrana as representative of the

Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Yasmin Hosseini, Esq.

Lawyers *for* Justice, PC

450 North Brand Boulevard, Suite 900

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is $1,030,000.00 (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount up to 35% of the Total Settlement Amount (i.e., $360,500.00 based on the Total Settlement Amount of $1,030,000.00, both amounts of which are subject to increase) and attorney's costs in an amount up to $13,000.00 to Class Counsel (together, "Attorneys' Fees and Costs"); (2) Enhancement Award in an amount up to $7,500.00 to Plaintiff; (3) Settlement Administration Costs in an amount up to $12,000.00 to the Settlement Administrator; and (4) the amount of $185,000.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698*, et seq.* ("PAGA Penalty Amount"). The PAGA Penalty Amount will be distributed 75% ($138,750.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $46,250.00) will be distributed to Aggrieved Employees ("Aggrieved Employee Amount").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator will divide the Class Member's number of Workweeks during the Class Period by the total number of Workweeks of all Class Members during the Class Period and multiply this figure by the Net Settlement Amount to arrive at each Class Members' *pro rata* portion of the Net Settlement Amount that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Settlement Class Members who do not submit a timely and valid Opt-Out Request ("Participating Class Members") will be issued payment of their final Individual Settlement Payment, net of applicable taxes.

The estimated average Individual Settlement Payment is approximately: $760.94

The estimated highest Individual Settlement Payment is approximately: $2,164.37

The estimated lowest Individual Settlement Payment is approximately: $13.12

Each Individual Settlement Payment will be allocated as 10% wages, which will be reported on an IRS Form W-2, and 90% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer's share of payroll taxes in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendant separately and in addition to the Total Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount ("Individual PAGA Payment"), based on the number of Workweeks of each Aggrieved Employee during the PAGA Period. The Settlement Administrator will divide the Aggrieved Employee's number of Workweeks during the PAGA Period by the total number of Workweeks of all Aggrieved Employees during the PAGA Period and multiply this figure by the Aggrieved Employee Amount to arrive at each Aggrieved Employee's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: $77.86

The estimated highest Individual PAGA Payment is approximately: $252.40

The estimated lowest Individual PAGA Payment is approximately: $1.44

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From July 14, 2018 through July 18, 2024 (i.e., Class Period), you are credited with «Total_Weeks» Workweeks.

From March 23, 2021 through July 18, 2024 (i.e., PAGA Period), you are credited with «PAGA_Work_Weeks» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the PAGA Action (*Gladys Villagrana v. Shella Care Management Services, LLC,* Riverside County Superior Court Case No. CVRI2202930) or the Class Action (*Gladys Villagrana v. Shella Care Management Services, LLC*, Riverside County Superior Court Case No. CVRI2202932); (b) contains your full name, address, telephone number, signature, and last (4) four digits of your Social Security number; (c) clearly states that you dispute the number of Workweeks credited to you for the Class Period and/or PAGA Period and what you contend is the correct number to be credited to you; (d) attaches any documentation that you have to support the dispute; and (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than October 16, 2026.**

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you. Under the terms of the Settlement:

Your Individual Settlement Payment is estimated to be «ESA_Before_Paga». The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Your Individual PAGA Payment is estimated to be «PAGA_Amount».

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, individually and in a representative capacity, and all Participating Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the Class Released Claims that arose during the Class Period.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the PAGA Released Claims that arose during the PAGA Period.

"Class Released Claims" means any and all claims, debts, liabilities, demands, penalties, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued under state, federal, local or common law, that are pleaded, or that could have been pleaded, or that arise out of or relate to the facts and claims alleged in the Complaints in the Actions, including, but no limited to any claims for: (a) failure to provide required meal periods and/or pay meal period premiums under California Labor Code sections 226.7, 510 and 512; (b) failure to provide required rest periods and/or pay rest period premiums under California Labor Code sections 226.7 and 512; (c) failure to pay overtime wages under California Labor Code sections 510, 1194 and 1198; (d) failure to pay minimum wages under California Labor Code sections 1194 and 1197; (e) failure to timely pay wages upon termination under California Labor Code section 203; (f) failure to timely pay wages during employment under California Labor Code sections 204 and 210; (g) failure to furnish accurate, itemized wage statements under California Labor Code sections 226 and 226.3; (h) failure to keep requisite payroll records under California Labor Code section 1174(d); (i) failure to reimburse business expenses under California Labor Code sections 2800 and 2802; (j) claims relating to rounding time; (k) unlawful business practices under California Business and Professions Code section 17200,; and claims predicated on any violations of the California Labor Code and any federal equivalent, IWC Wage Orders, the Fair Labor Standards Act, and the California Business and Professions Code, including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or related to the primary rights asserted in the Complaint, whether plead or not. This release shall apply to

any and all claims arising at any point during the Class Period. Upon entry of the Final Approval Order and funding of the Total Settlement Amount, all Participating Class Members will forever completely release and discharge the Released Parties from the Released Claims for the Class Period. Plaintiff and Defendant intend that the Settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery to any and all of the Released Claims. This release excludes the release of claims not otherwise permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

"PAGA Released Claims" means claim, include, but are not limited to, Labor Code sections 2698 and 2699, et seq., for (a) failure to provide required meal periods and/or pay meal period premiums under California Labor Code sections 226.7, 510 and 512; (b) failure to provide required rest periods and/or pay rest period premiums under California Labor Code sections 226.7 and 512; (c) failure to pay overtime wages under California Labor Code sections 510, 1194 and 1198; (d) failure to pay minimum wages under California Labor Code sections 1194, 1197, and 1197.1; (e) failure to timely pay wages upon termination under California Labor Code sections 201, 202, 203; (f) failure to timely pay wages during employment under California Labor Code sections 204 and 210; (f) failure to furnish accurate, itemized wage statements under California Labor Code sections 226 and 226.3; (g) failure to keep requisite payroll records under California Labor Code section 1174(d); (h) failure to reimburse business expenses under California Labor Code sections 2800 and 2802; and (i) unlawful business practices under California Business and Professions Code section 17200; and (k) and violation of PAGA, predicated on the violations of the California Labor Code and applicable IWC Wage Order as alleged in Plaintiff's PAGA Complaint and in Plaintiff's PAGA Notice; and (l) Penalty claims under Labor Code section 558 and California Code of Regulations Title 8 section 11010.

"Released Parties" means Defendant Shella Care Management Services, LLC and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees, as well as each of their officers, directors, managers, owners, executives, partners, executive and managerial level employees, shareholders, agents, insurers, attorneys, and any other predecessors, successors, assigns, or legal representatives.

E. Attorneys' Fees and Costs and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to $360,500.00 based on the Total Settlement Amount is $1,030,000.00, both amount of which are subject to increase) and attorney's costs in an amount up to $13,000.00 (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff, Gladys Villagrana, will seek the amount of Seven Thousand Five Hundred Dollars ($7,500.00) ("Enhancement Award"), in recognition of her services in connection with the Actions and her broader individual release and waiver of claims. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousands Dollars ($12,000.000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt-Out Requests, written Objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Total Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within thirty (30) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Participating Settlement Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur no within five (5) calendar days after the funding of the Total Settlement Amount.

"Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Settlement Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Settlement Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Class Released Claims described in Section III.D above.

If you are an Aggrieved Employee, you may not exclude yourself from the PAGA Settlement and will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Exclusion Form (both of which are referred to as an "Opt-Out Request") to the Settlement Administrator. You may not request exclusion from the PAGA Settlement.

An Opt-Out Request must: (a) contain the case name and number of the Class Action (*Gladys Villagrana v. Shella Care Management Services, LLC*, Riverside Superior Court Case No. CVRI2202932); (b) contain your full name, address, telephone number, last four (4) digits of your Social Security number, and signature (or signature of your authorized representative); (c) contain a clear statement that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than October 16, 2026**, at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Opt-Out Request will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Class Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit an Opt-Out Request will be deemed Participating Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Class Released Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be issued an Individual PAGA Payment, regardless of whether they submit an Opt-Out Request from the Class Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted an Opt-Out Request (i.e., as long as you are a Participating Class Member), by submitting a written objection to the Settlement Administrator, as described below, or by completing and submitting the enclosed Objection Form (both of which are referred to as an "Objection") to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing. You may not object to the PAGA Settlement.

An Objection must: (a) contain the case name and number of the Class Action (*Gladys Villagrana v. Shella Care Management Services, LLC*, Riverside Superior Court Case No. CVRI2202932); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state the grounds for the objection; (d) state whether you intend to appear at the Final Approval Hearing; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than October 16, 2026**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at Riverside Historic Courthouse, 4050 Main Street Riverside, California 92501, on November 23, 2026, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: https://www.riverside.courts.ca.gov/remoteappearance.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: https://www.riverside.courts.ca.gov.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement, which is attached as Exhibit 4 to the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement filed on April 2, 2026 and Exhibit B to the

Supplemental Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement filed on June 18, 2026, and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501.

Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court's website (https://epublic-access.riverside.courts.ca.gov/public-portal/). To look up and access documents and information on the Court's systems, you will need to use the case number for the PAGA Action (Case No. CVRI2202930).

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: villagrana-v-shella-care-management-services.phoenixcases.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Gladys Villagrana v. Shella Care Management Services, LLC

Tribunal Superior de California del Condado de Riverside, Caso No. CVRI2202930 ("Acción PAGA")

Gladys Villagrana v. Shella Care Management Services, LLC

Tribunal Superior de California del Condado de Riverside, Caso No. CVRI2202932 ("Demanda Colectiva")

POR FAVOR LEA ESTE AVISO DE DEMANDA COLECTIVA CUIDADOSAMENTE.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros del Demandado indican que usted podría ser elegible para participar en el Acuerdo de la Demanda colectiva alcanzado en el caso antes referido.

No necesita realizar ninguna acción para recibir un pago del Acuerdo.

Este Aviso de Demanda Colectiva tiene como fin informarle sobre sus derechos y opciones, y cómo puede solicitar ser excluido(a) del Acuerdo de la Demanda colectiva, objetar al Acuerdo de la Demanda colectiva, y/o disputar el número de Semanas Laborales que se le han acreditado, si así lo desea.

SE LE NOTIFICA QUE: se ha alcanzado un Acuerdo de Demanda colectiva entre la Demandante Gladys Villagrana ("Demandante") y el Demandado Shella Care Management Services, LLC ("Demandado") (la Demandante y el Demandado se denominan colectivamente las "Partes") en los casos titulados *Gladys Villagrana v. Shella Care Management Services, LLC*, Tribunal Superior del Condado de Riverside, Caso No. CVRI2202930 ("Acción PAGA") y *Gladys Villagrana v. Shella Care Management Services, LLC*, Tribunal Superior del Condado de Riverside, Caso No. CVRI2202932 ("Demanda Colectiva") (colectivamente, las "Acciones"), que podrían afectar sus derechos legales. El 30 de julio de 2026, el Tribunal otorgó la aprobación preliminar del Acuerdo y programó una audiencia para el 23 de noviembre de 2026, a las 8:30 a.m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debe otorgar la aprobación final del Acuerdo.

I. DEFINICIONES IMPORTANTES

"**Clase**" o "**Miembro(s) de la Clase**" significa todos los empleados actuales y anteriores del Demandado, pagados por hora o no exentos, en California que trabajaron para el Demandado durante el Período de Liberación de la Clase.

"**Período de la Clase**" significa el período comprendido entre el 14 de julio de 2018 y el 18 de julio de 2024.

"**Acuerdo Colectivo**" significa el Acuerdo y resolución de los Reclamos Liberados de la Clase (descritos en la Sección III.D a continuación).

"**Empleados Perjudicados**" significa todos los empleados actuales y anteriores, pagados por hora o no exentos, del Demandado que trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Período PAGA.

"**Acuerdo PAGA**" significa el Acuerdo y resolución de los Reclamos Liberados bajo PAGA (descritos en la Sección III.D a continuación).

"**Período PAGA**" significa el período comprendido entre el 23 de marzo de 2021 y el 18 de julio de 2024.

II. ANTECEDENTES DE LA DEMANDA

El 24 de marzo de 2022, la Demandante presentó un aviso por escrito a la Agencia de Desarrollo Laboral y de la Fuerza Laboral ("LWDA", por sus siglas en inglés), mediante presentación en línea, y al Demandado por correo certificado, indicando las disposiciones específicas del Código Laboral de California que presuntamente fueron violadas, iniciando así el Caso de la LWDA No. LWDA-CM-875159-22 ("Aviso PAGA"). Posteriormente, el 2 de mayo de 2022, el Aviso PAGA fue reenviado al Demandado por correo certificado después de que el Aviso PAGA fuera devuelto por no poder entregarse al Demandado. El 14 de julio de 2022, la Demandante presentó una Demanda para la Ejecución conforme a la Ley de Procuradores Generales Privados, sección 2698 del Código Laboral de California, en el Tribunal Superior del Condado de Riverside, Caso No. CVRI2202930 ("Acción PAGA"). PAGA autoriza a los empleados perjudicados a presentar Demandas para recuperar penalidades civiles en su propio nombre, en nombre de otros empleados, y del Estado de California por violaciones al Código Laboral de California. El 14 de julio de 2022, la Demandante presentó una Demanda Colectiva por Daños y Perjuicios en el Tribunal Superior del Condado de Riverside, Caso No. CVRI2202932 ("Demanda Colectiva") (la Demanda Colectiva y la Acción PAGA se denominan colectivamente las "Acciones"). El 25 de febrero de 2022, el Tribunal consolidó las Acciones y designó la Acción PAGA como el caso principal.

La Demandante alega que el Demandado no pagó correctamente los salarios mínimos y las horas extras, no proporcionó períodos de comida y descanso conformes ni las primas correspondientes, no pagó oportunamente los salarios durante el empleo ni al término del mismo, ni las penalidades por demora en el pago correspondientes, no proporcionó recibos de pago conformes, no mantuvo los registros de nómina requeridos, no reembolsó los gastos comerciales, y con ello incurrió en prácticas comerciales desleales en violación de la sección 17200 del Código de Negocios y Profesiones de California, y en conducta que da lugar a penalidades conforme a la sección 2698 del Código Laboral de California, *y siguientes* ("PAGA"). La Demandante busca, entre otras cosas, la recuperación de salarios no pagados y primas por períodos de comida y descanso, gastos comerciales no reembolsados, restitución, penalidades, intereses, y honorarios y costos de abogados.

El Demandado niega todas las alegaciones en las Acciones y niega haber violado ley alguna.

Después de investigar y analizar los reclamos, las Partes llevaron a cabo negociaciones de buena fe y en igualdad de condiciones, y como resultado, las Partes alcanzaron un Acuerdo. Desde entonces, las Partes han suscrito el Acuerdo y Liberación de Reclamos de la Demanda Colectiva y PAGA y la Enmienda No. 1 al Acuerdo y Liberación de Reclamos de la Demanda Colectiva y PAGA (colectivamente, el "Convenio", el "Acuerdo", o el "Acuerdo").

El 30 de julio de 2026, el Tribunal emitió una orden aprobando preliminarmente el Acuerdo. El Tribunal ha designado a Phoenix Settlement Administrators como administrador del Acuerdo ("Administrador del Acuerdo"), a la Demandante Gladys Villagrana como representante de la Clase ("Representante de la Clase"), y a los siguientes abogados como abogados de la Clase ("Abogados de la Clase"):

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Yasmin Hosseini, Esq.

Lawyers *for* Justice, PC

450 North Brand Boulevard, Suite 900

Glendale, California 91203

Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Si usted es un Miembro de la Clase, no necesita realizar ninguna acción para recibir un Pago de Acuerdo Individual, pero tiene la oportunidad de solicitar su exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago de Acuerdo Individual), objetar al Acuerdo Colectivo, y/o disputar las Semanas Laborales que se le han acreditado, si así lo desea, según se explica con más detalle en las Secciones III y IV a continuación. Si usted es un Empleado Perjudicado, no necesita realizar ninguna acción para recibir un Pago Individual PAGA.

El Acuerdo representa una transacción y solución de reclamos altamente disputados. Nada en el Acuerdo pretende constituir, ni será interpretado como, una admisión por parte del Demandado de que los reclamos en las Acciones tengan mérito o de que el Demandado tenga responsabilidad alguna frente a la Demandante, los Miembros de la Clase, o los Empleados Perjudicados. La Demandante y el Demandado, junto con sus respectivos abogados, han concluido y coinciden en que, dados los riesgos e incertidumbres que implicaría para cada parte continuar el litigio, el Acuerdo es justo, razonable y adecuado, y responde a los mejores intereses de los Miembros de la Clase y de los Empleados Perjudicados. El Tribunal no ha emitido resolución alguna sobre el fondo de los reclamos planteados en las Acciones y únicamente ha determinado que la certificación de la Clase para efectos del Acuerdo es apropiada conforme a la ley de California. El Tribunal únicamente ha determinado que existe evidencia suficiente para sugerir que el Acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier determinación final sobre estos aspectos se realizará en la Audiencia de Aprobación Final.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto bruto total del Acuerdo que pagará el Demandado es de $1,030,000.00 (el "Monto Total del Acuerdo"). La parte del Monto Total del Acuerdo disponible para el pago a los Miembros de la Clase se denomina el "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Total del Acuerdo, menos los siguientes pagos, los cuales están sujetos a la aprobación del Tribunal: (1) honorarios de abogados por un monto de hasta el 35% del Monto Total del Acuerdo (es decir, $360,500.00 con base en el Monto Total del Acuerdo de $1,030,000.00, ambos montos sujetos a aumento) y costos de abogados por un monto de hasta $13,000.00 a los Abogados de la Clase (colectivamente, los "Honorarios y Costos de Abogados"); (2) un Pago de Incentivo por un monto de hasta $7,500.00 a la Demandante; (3) Costos de Administración del Acuerdo por un monto de hasta $12,000.00 al Administrador del Acuerdo; y (4) el monto de $185,000.00 asignado a penalidades civiles conforme a la Ley de Procuradores Generales Privados, sección 2698 del Código Laboral de California*, y siguientes* (el "Monto de Penalidades PAGA"). El Monto de Penalidades PAGA se distribuirá en un 75% ($138,750.00) a la LWDA (el "Pago a la LWDA") y el 25% restante (es decir, $46,250.00) se distribuirá a los Empleados Perjudicados (el "Monto para Empleados Perjudicados").

Los Miembros de la Clase son elegibles para recibir, conforme al Acuerdo Colectivo, el pago de su parte *pro rata* del Monto Neto del Acuerdo, con base en el número de semanas que cada Miembro de la Clase trabajó para el Demandado como empleado pagado por hora o no exento en California durante el Período de la Clase (las "Semanas Laborales"). El Administrador del Acuerdo dividirá el número de Semanas Laborales del Miembro de la Clase durante el Período de la Clase entre el número total de Semanas Laborales de todos los Miembros de la Clase durante el Período de la Clase, y multiplicará esta cifra por el Monto Neto del Acuerdo para determinar la porción *pro rata* del Monto Neto del Acuerdo que cada Miembro de la Clase podría ser elegible para recibir conforme al Acuerdo Colectivo (la cual se indica en la Sección III.C a continuación). A los Miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión válida y oportuna (los "Miembros de la Clase Participantes") se les emitirá el pago de su Pago de Acuerdo Individual final, neto de los impuestos aplicables.

El Pago de Acuerdo Individual promedio estimado es aproximadamente: $760.94

El Pago de Acuerdo Individual más alto estimado es aproximadamente: $2,164.37

El Pago de Acuerdo Individual más bajo estimado es aproximadamente: $13.12

Cada Pago de Acuerdo Individual se asignará como 10% salarios, los cuales se reportarán en un Formulario W-2 del IRS, y 90% penalidades, intereses y daños no salariales, los cuales se reportarán en un Formulario 1099 del IRS. Cada Pago de Acuerdo Individual estará sujeto a reducción por la parte correspondiente al empleado de los impuestos sobre la nómina adeudados sobre la porción salarial del Pago de Acuerdo Individual. La parte correspondiente al empleador de los impuestos sobre la nómina relacionados con la porción salarial de los Pagos de Acuerdo Individuales (los "Impuestos del Empleador") será pagada por el Demandado por separado y de forma adicional al Monto Total del Acuerdo.

Los Empleados Perjudicados son elegibles para recibir, conforme al Acuerdo PAGA, el pago de su parte *pro rata* del Monto para Empleados Perjudicados (el "Pago Individual PAGA"), con base en el número de Semanas Laborales de cada Empleado Perjudicado durante el Período PAGA. El Administrador del Acuerdo dividirá el número de Semanas Laborales del Empleado Perjudicado durante el Período PAGA entre el número total de Semanas Laborales de todos los Empleados Perjudicados durante el Período PAGA, y multiplicará esta cifra por el Monto para Empleados Perjudicados para determinar el Pago Individual PAGA que cada Empleado Perjudicado podría ser elegible para recibir conforme al Acuerdo PAGA (el cual se indica en la Sección III.C a continuación).

El Pago Individual PAGA promedio estimado es aproximadamente: $77.86

El Pago Individual PAGA más alto estimado es aproximadamente: $252.40

El Pago Individual PAGA más bajo estimado es aproximadamente: $1.44

Cada Pago Individual PAGA se asignará como 100% penalidades, las cuales se reportarán en un Formulario 1099 del IRS (si corresponde).

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos de Acuerdo Individuales se enviarán por correo a los Miembros de la Clase Participantes y los Pagos Individuales PAGA se enviarán por correo a los Empleados Perjudicados a la dirección que conste en los registros del Administrador del Acuerdo. **Si la dirección a la que se envió este Aviso de Demanda Colectiva no es correcta, o si usted se muda después de recibir este Aviso de Demanda Colectiva, debe comunicarse con el Administrador del Acuerdo lo antes posible y proporcionarle su dirección postal corregida y/o actualizada; esto aumentará la probabilidad de que reciba cualquier pago u otros avisos que puedan emitírsele.**

B. Sus Semanas Laborales Según los Registros del Demandado

Según los registros del Demandado:

Del 14 de julio de 2018 al 18 de julio de 2024 (es decir, el Período de la Clase), se le han acreditado «Total_Weeks» Semanas Laborales.

Del 23 de marzo de 2021 al 18 de julio de 2024 (es decir, el Período PAGA), se le han acreditado «PAGA_Work_Weeks» Semanas Laborales.

Si desea disputar las Semanas Laborales que se le han acreditado, debe presentar una disputa por escrito (la "Disputa de Semanas Laborales") que: (a) contenga el nombre y número de caso de la Acción PAGA (*Gladys Villagrana v. Shella Care Management Services, LLC,* Tribunal Superior del Condado de Riverside, Caso No. CVRI2202930) o de la Demanda Colectiva (*Gladys Villagrana v. Shella Care Management Services, LLC*, Tribunal Superior del Condado de Riverside, Caso No. CVRI2202932); (b) contenga su nombre completo, dirección, número de teléfono, firma, y los últimos cuatro (4) dígitos de su Número de Seguro Social; (c) indique claramente que usted disputa el número de Semanas Laborales que se le acreditaron durante el Período de la Clase y/o el Período PAGA y cuál considera que es el número correcto que debería acreditársele; (d) adjunte cualquier documentación que tenga para respaldar la disputa; y (e) sea presentada al Administrador del Acuerdo por correo a la dirección especificada en la Sección IV.B a continuación, con matasellos **a más tardar el 16 de octubre de 2026.**

C. Su Pago de Acuerdo Individual estimado y/o Pago Individual PAGA

Como se explicó anteriormente, su Pago de Acuerdo Individual estimado y/o Pago Individual PAGA se basa en el número de Semanas Laborales que se le han acreditado. Conforme a los términos del Acuerdo:

Se estima que su Pago de Acuerdo Individual es de «ESA_Before_Paga». El Pago de Acuerdo Individual está sujeto a reducción por la parte correspondiente al empleado de los impuestos y retenciones con respecto a la porción salarial del Pago de Acuerdo Individual.

Se estima que su Pago Individual PAGA es de «PAGA_Amount».

Los pagos conforme al Acuerdo solo se distribuirán si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigor. El proceso de aprobación del Acuerdo puede tomar varios meses. Su Pago de Acuerdo Individual y/o Pago Individual PAGA (si corresponde) reflejado en este Aviso de Demanda Colectiva es solo un estimado. Su Pago de Acuerdo Individual real y/o Pago Individual PAGA real (si corresponde) podría ser mayor o menor.

D. Liberación de Reclamos

A partir de la Fecha de Vigencia y una vez financiado en su totalidad el Monto Total del Acuerdo, la Demandante, individualmente y en su capacidad representativa, y todos los Miembros de la Clase Participantes, por medio del presente liberan y se considerará que han liberado, resuelto, transigido, renunciado y descargado de manera total, final y para siempre a todas y cada una de las Partes Liberadas

de los Reclamos Liberados de la Clase que hayan surgido durante el Período de la Clase.

A partir de la Fecha de Vigencia y una vez financiado en su totalidad el Monto Total del Acuerdo, la Demandante, todos los Empleados Perjudicados, y el Estado de California, por medio del presente liberan y se considerará que han liberado, resuelto, transigido, renunciado y descargado de manera total, final y para siempre a todas y cada una de las Partes Liberadas de los Reclamos Liberados bajo PAGA que hayan surgido durante el Período PAGA.

"Reclamos Liberados de la Clase" significa todos y cada uno de los reclamos, deudas, responsabilidades, Demandas, penalidades, obligaciones, garantías, costos, gastos, honorarios de abogados, daños, o causas de acción contingentes o acumuladas conforme a la ley estatal, federal, local o consuetudinaria, que hayan sido planteados, o que pudieran haberse planteado, o que surjan de o se relacionen con los hechos y reclamos alegados en las Demandas de las Acciones, incluyendo, entre otros, cualquier reclamo por: (a) no proporcionar los períodos de comida requeridos y/o no pagar las primas por período de comida conforme a las secciones 226.7, 510 y 512 del Código Laboral de California; (b) no proporcionar los períodos de descanso requeridos y/o no pagar las primas por período de descanso conforme a las secciones 226.7 y 512 del Código Laboral de California; (c) no pagar las horas extras conforme a las secciones 510, 1194 y 1198 del Código Laboral de California; (d) no pagar el salario mínimo conforme a las secciones 1194 y 1197 del Código Laboral de California; (e) no pagar oportunamente los salarios al término del empleo conforme a la sección 203 del Código Laboral de California; (f) no pagar oportunamente los salarios durante el empleo conforme a las secciones 204 y 210 del Código Laboral de California; (g) no proporcionar recibos de pago precisos y detallados conforme a las secciones 226 y 226.3 del Código Laboral de California; (h) no mantener los registros de nómina requeridos conforme a la sección 1174(d) del Código Laboral de California; (i) no reembolsar los gastos comerciales conforme a las secciones 2800 y 2802 del Código Laboral de California; (j) reclamos relacionados con el redondeo del tiempo; (k) prácticas comerciales ilícitas conforme a la sección 17200 del Código de Negocios y Profesiones de California; y reclamos basados en cualquier violación del Código Laboral de California y su equivalente federal, las Órdenes de Salario de la IWC, la Ley de Normas Laborales Justas, y el Código de Negocios y Profesiones de California, incluyendo, entre otros, reclamos de restitución y otras medidas equitativas, daños liquidados, o penalidades; y cualquier otro beneficio, salario, penalidad, u otro monto reclamado con base en las alegaciones o relacionado con los derechos primarios planteados en la Demanda, hayan sido planteados o no. Esta liberación aplicará a todos y cada uno de los reclamos que hayan surgido en cualquier momento durante el Período de la Clase. Una vez emitida la Orden de Aprobación Final y financiado el Monto Total del Acuerdo, todos los Miembros de la Clase Participantes liberarán y descargarán para siempre y por completo a las Partes Liberadas de los Reclamos Liberados correspondientes al Período de la Clase. La Demandante y el Demandado tienen la intención de que el Acuerdo descrito en este Acuerdo libere e impida cualquier reclamo adicional, ya sea mediante Demanda judicial, reclamo o acción administrativa, arbitraje, Demanda, u otra acción de cualquier tipo, por parte de cada uno y todos los Miembros de la Clase Participantes para obtener una recuperación por cualquiera de los Reclamos Liberados. Esta liberación excluye la liberación de reclamos que de otro modo no estén permitidos por la ley, es decir, los beneficios de compensación al trabajador y de seguro de desempleo.

"Reclamos Liberados bajo PAGA" significa los reclamos que incluyen, entre otros, las secciones 2698 y 2699, y siguientes del Código Laboral, por (a) no proporcionar los períodos de comida requeridos y/o no pagar las primas por período de comida conforme a las secciones 226.7, 510 y 512 del Código Laboral de California; (b) no proporcionar los períodos de descanso requeridos y/o no pagar las primas por período de descanso conforme a las secciones 226.7 y 512 del Código Laboral de California; (c) no pagar las horas extras conforme a las secciones 510, 1194 y 1198 del Código Laboral de California; (d) no pagar el salario mínimo conforme a las secciones 1194, 1197 y 1197.1 del Código Laboral de California; (e) no pagar oportunamente los salarios al término del empleo conforme a las secciones 201, 202 y 203 del Código Laboral de California; (f) no pagar oportunamente los salarios durante el empleo conforme a las secciones 204 y 210 del Código Laboral de California; (f) no proporcionar recibos de pago precisos y detallados conforme a las secciones 226 y 226.3 del Código Laboral de California; (g) no mantener los registros de nómina requeridos conforme a la sección 1174(d) del Código Laboral de California; (h) no reembolsar los gastos comerciales conforme a las secciones 2800 y 2802 del Código Laboral de California; e (i) prácticas comerciales ilícitas conforme a la sección 17200 del Código de Negocios y Profesiones de California; y (k) violación PAGA, con base en las violaciones del Código Laboral de California y la Orden de Salario de la IWC aplicable, según se alega en la Demanda PAGA de la Demandante y en el Aviso PAGA de la Demandante; y (l) reclamos de penalidades conforme a la sección 558 del Código Laboral y la sección 11010 del Título 8 del Código de Regulaciones de California.

"Partes Liberadas" significa el Demandado Shella Care Management Services, LLC y cualquiera de sus matrices, subsidiarias, afiliadas, anteriores y/o actuales, y cualquier otra entidad que pudiera considerarse que haya empleado conjuntamente a los Miembros de la Clase o a los Empleados Perjudicados, así como cada uno de sus funcionarios, directores, gerentes, propietarios, ejecutivos, socios, empleados de nivel ejecutivo y gerencial, accionistas, agentes, aseguradoras, abogados, y cualesquiera otros predecesores, sucesores, cesionarios, o representantes legales.

E. Honorarios y Costos de Abogados y Costos de Litigio para los Abogados de la Clase

Los Abogados de la Clase solicitarán honorarios de abogados por un monto de hasta el treinta y cinco por ciento (35%) del Monto Total del Acuerdo (es decir, un monto de hasta $360,500.00 con base en el Monto Total del Acuerdo de $1,030,000.00, ambos montos sujetos a aumento) y costos de abogados por un monto de hasta $13,000.00 (colectivamente, los "Honorarios y Costos de Abogados"), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de Abogados otorgados por el Tribunal se pagarán del Monto Total del Acuerdo. Los Abogados de la Clase han estado litigando las Acciones en nombre de la Demandante, los Miembros de la Clase, y el Estado de California sobre la base de honorarios de contingencia (es decir, sin haber recibido dinero alguno hasta la fecha) y han estado cubriendo todos los costos y gastos del litigio.

F. Pago de Incentivo a la Demandante

La Demandante, Gladys Villagrana, solicitará el monto de Siete Mil Quinientos Dólares ($7,500.00) (el "Pago de Incentivo"), en reconocimiento a sus servicios en relación con las Acciones y a su liberación y renuncia individual más amplia de reclamos. El Pago de Incentivo se pagará del Monto Total del Acuerdo, sujeto a la aprobación del Tribunal, y de ser otorgado, se pagará a la Demandante además de cualquier Pago de Acuerdo Individual y/o Pago Individual PAGA al que la Demandante pudiera tener derecho conforme al Acuerdo.

G. Costos de Administración del Acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los Doce Mil Dólares ($12,000.000) (los "Costos de Administración del Acuerdo") por los costos del aviso y del proceso de administración del Acuerdo, incluyendo, entre otros, el gasto de notificar a los Miembros de la Clase sobre el Acuerdo, procesar las Solicitudes de Exclusión, las Objeciones por escrito al Acuerdo Colectivo, y las Disputas de Semanas Laborales, calcular y distribuir los pagos, y preparar y emitir los formularios fiscales, y se pagará del Monto Total del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁNDO SE DISTRIBUIRÁ EL PAGO DEL ACUERDO?

Salvo circunstancias imprevistas, si el Tribunal otorga la aprobación final del Acuerdo, se espera que el Demandado financie el Monto Total del Acuerdo y financie los montos necesarios para pagar en su totalidad sus Impuestos del Empleador dentro de los treinta (30) días calendario siguientes a la Fecha de Vigencia, y se espera que las distribuciones de los Pagos de Acuerdo Individuales a los Miembros de la Clase del Acuerdo Participantes y de los Pagos Individuales PAGA a los Empleados Perjudicados ocurran dentro de los cinco (5) días calendario siguientes al financiamiento del Monto Total del Acuerdo.

"Fecha de Vigencia" significa la fecha en la que hayan ocurrido ambos de los siguientes eventos: (a) el Tribunal dicta una Sentencia sobre su Orden que Otorga la Aprobación Final del Acuerdo; y (b) la Sentencia es firme. La Sentencia será firme en la fecha más tardía de los siguientes eventos: (a) si ningún Miembro de la Clase del Acuerdo Participante objeta al Acuerdo, el día en que el Tribunal dicta la Sentencia; (b) si uno o más Miembros de la Clase del Acuerdo Participantes objetan al Acuerdo, el día siguiente al vencimiento del plazo para presentar un aviso de apelación de la Sentencia; o si se presenta oportunamente una apelación de la Sentencia, el día siguiente a que el tribunal de apelaciones confirme la Sentencia y emita un mandato (remittitur).

V. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo y recibir dinero del Acuerdo, no tiene que hacer nada. Usted será incluido(a) automáticamente en el Acuerdo Colectivo y se le emitirá su Pago de Acuerdo Individual, a menos que decida excluirse del Acuerdo Colectivo.

A menos que decida excluirse del Acuerdo Colectivo, usted estará sujeto(a) a los términos del Acuerdo Colectivo y a cualquier sentencia que el Tribunal pueda dictar con base en el mismo, y liberará los Reclamos Liberados de la Clase descritos en la Sección III.D anterior.

Si usted es un Empleado Perjudicado, no podrá excluirse del Acuerdo PAGA y será incluido(a) automáticamente en el Acuerdo PAGA y se le emitirá su Pago Individual PAGA. Esto significa que estará sujeto(a) a los términos del Acuerdo PAGA y a cualquier sentencia que el Tribunal pueda dictar con base en el mismo, y liberará los Reclamos Liberados bajo PAGA descritos en la Sección III.D anterior.

Los Miembros de la Clase y los Empleados Perjudicados no serán responsables por separado del pago de honorarios de abogados ni de los costos y gastos del litigio, a menos que contraten a su propio abogado, en cuyo caso serán responsables de sus propios honorarios y gastos de abogado.

B. Solicitar la Exclusión del Acuerdo Colectivo

Si no desea participar en el Acuerdo Colectivo, puede solicitar su exclusión del Acuerdo Colectivo mediante una carta por escrito indicando su solicitud de exclusión del Acuerdo Colectivo, según se describe a continuación, o completando y presentando el Formulario de Exclusión adjunto (ambos referidos como una "Solicitud de Exclusión") al Administrador del Acuerdo. Usted no puede solicitar su exclusión del Acuerdo PAGA.

Una Solicitud de Exclusión debe: (a) contener el nombre y número de caso de la Demanda Colectiva (*Gladys Villagrana v. Shella Care Management Services, LLC*, Tribunal Superior de Riverside, Caso No. CVRI2202932); (b) contener su nombre completo, dirección, número de teléfono, los últimos cuatro (4) dígitos de su Número de Seguro Social, y su firma (o la firma de su representante autorizado); (c) contener una declaración clara de que solicita su exclusión del Acuerdo Colectivo; y (d) ser presentada por correo al Administrador del Acuerdo, con matasellos **a más tardar el 16 de octubre de 2026**, a la siguiente dirección:

Settlement Administrator
P.O. Box 7208
Orange, CA 92863

Si el Tribunal otorga la aprobación final del Acuerdo, cualquier Miembro de la Clase que presente una Solicitud de Exclusión válida y oportuna no tendrá derecho a recibir un Pago de Acuerdo Individual, no estará sujeto(a) al Acuerdo Colectivo (ni a la liberación de los Reclamos Liberados de la Clase descrita en la Sección III.D anterior), y no tendrá derecho alguno a objetar, apelar, o comentar sobre el Acuerdo Colectivo. Los Miembros de la Clase que no presenten una Solicitud de Exclusión se considerarán Miembros de la Clase del Acuerdo Participantes y estarán sujetos a todos los términos del Acuerdo, incluyendo los relacionados con la liberación de los Reclamos

Liberados de la Clase descrita en la Sección III.D anterior, así como a cualquier sentencia que el Tribunal pueda dictar con base en ella. A todos los Empleados Perjudicados se les emitirá un Pago Individual PAGA, independientemente de que presenten o no una Solicitud de Exclusión del Acuerdo Colectivo.

C. Objetar al Acuerdo Colectivo

Usted puede objetar a los términos del Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión (es decir, siempre que sea un Miembro de la Clase Participante), presentando una objeción por escrito al Administrador del Acuerdo, según se describe a continuación, o completando y presentando el Formulario de Objeción adjunto (ambos referidos como una "Objeción") al Administrador del Acuerdo. Alternativamente, o además, puede presentar su objeción oralmente en la Audiencia de Aprobación Final. Usted no puede objetar al Acuerdo PAGA.

Una Objeción debe: (a) contener el nombre y número de caso de la Demanda Colectiva (*Gladys Villagrana v. Shella Care Management Services, LLC*, Tribunal Superior de Riverside, Caso No. CVRI2202932); (b) contener su nombre completo, firma, dirección, número de teléfono, y los últimos cuatro (4) dígitos de su Número de Seguro Social; (c) indicar claramente los fundamentos de la objeción; (d) indicar si tiene la intención de comparecer en la Audiencia de Aprobación Final; y (e) ser enviada por correo al Administrador del Acuerdo a la dirección indicada en la Sección IV.B anterior, con matasellos **a más tardar el 16 de octubre de 2026**.

VI. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal llevará a cabo una Audiencia de Aprobación Final en el Departamento 1 del Tribunal Superior del Condado de Riverside, ubicado en Riverside Historic Courthouse, 4050 Main Street Riverside, California 92501, el 23 de noviembre de 2026, a las 8:30 a.m., para determinar si el Acuerdo debe recibir la aprobación final por ser justo, razonable y adecuado. Asimismo, se solicitará al Tribunal que apruebe y otorgue los Honorarios y Costos de Abogados a los Abogados de la Clase, el Pago de Incentivo a la Demandante, y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La audiencia podrá ser reprogramada sin necesidad de notificación adicional a los Miembros de la Clase. No es necesario que usted comparezca en la Audiencia de Aprobación Final, aunque puede comparecer si así lo desea.

Usted puede comparecer a la Audiencia de Aprobación Final en persona o de manera remota. Por favor visite el sitio web del Tribunal para obtener la información más actualizada sobre cómo comparecer de manera remota: https://www.riverside.courts.ca.gov/remoteappearance.

Por favor visite el sitio web del Tribunal para obtener la información más actualizada sobre las operaciones del Tribunal y cualquier requisito que pueda aplicar para acceder a las instalaciones del Tribunal: https://www.riverside.courts.ca.gov.

VII. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo, debe revisar el Acuerdo detallado, el cual se adjunta como Anexo 4 a la Declaración de Yasmin Hosseini en Apoyo a la Moción de la Demandante para la Aprobación Preliminar del Acuerdo de la Demanda Colectiva y PAGA, presentada el [el 2 de abril de 2026 y Anexo B de la Declaración suplementaria de Yasmin Hosseini en apoyo de la moción del demandante para la aprobación preliminar de la demanda colectiva y el acuerdo PAGA presentado el 18 de junio de 2026] y otros documentos que obran en el expediente de la División de Administración de Registros del Tribunal Superior del Condado de Riverside, ubicado en el Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501.

Algunos documentos e información relacionados con la Demanda también pueden consultarse en línea por una tarifa o un costo mínimo en el sitio web del Tribunal Superior del Condado de Riverside (https://epublic-access.riverside.courts.ca.gov/public-portal/). Para buscar y acceder a los documentos e información en los sistemas del Tribunal, deberá utilizar el número de caso de la Acción PAGA (Caso No. CVRI2202930).

Si el Tribunal otorga la aprobación final del Acuerdo, el Administrador del Acuerdo publicará la orden del Tribunal que otorga la aprobación final del Acuerdo y la sentencia en su sitio web: villagrana-v-shella-care-management-services.phoenixcases.com.

POR FAVOR NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (800) 523-5773, O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DE LA CLASE.

Exhibit B

SHLACRE411
T71965
10475

RECEIVED
SEP 15 2026

Gladys Villagrana v. Shella Care Management Services, LLC
Superior Court of California for the County of Riverside
Case No. CVRI2202930 ("PAGA Action")
Case No. CVRI2202932 ("Class Action")

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before October 16, 2026, at the following mailing address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

I request to be excluded from the class action settlement in the matter *Gladys Villagrana v. Shella Care Management Services, LLC*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am an Aggrieved Employee, I will still be bound by the settlement and release of PAGA Released Claims and will be issued an Individual PAGA Payment. By signing this form, I confirm that I do not want to be included in the Settlement of the class action referenced herein.

Date: 9/9/2026
Full Name: Teri Lopez
Address: [redacted]
Telephone: [redacted]
Signature: Teri Lopez

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

[redacted]

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

Exhibit C

SHLACRE418
T71961
10063

RECEIVED
SEP 22 2026

Gladys Villagrana v. Shella Care Management Services, LLC
Superior Court of California for the County of Riverside
Case No. CVRI2202930 ("PAGA Action")
Case No. CVRI2202932 ("Class Action")

EXCLUSION FORM

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Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

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Date: 9-14-2026

Full Name: NOVA . LUMINGKEWAS

Address: [redacted]

Telephone: [redacted]

Signature: [signature]

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

[redacted]

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

Exhibit D

SHLACRE132
T71961
10006

RECEIVED
SEP 22 2026

Gladys Villagrana v. Shella Care Management Services, LLC

Superior Court of California for the County of Riverside

Case No. CVRI2202930 ("PAGA Action")

Case No. CVRI2202932 ("Class Action")

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before October 16, 2026, at the following mailing address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

I request to be excluded from the class action settlement in the matter *Gladys Villagrana v. Shella Care Management Services, LLC*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am an Aggrieved Employee, I will still be bound by the settlement and release of PAGA Released Claims and will be issued an Individual PAGA Payment. By signing this form, I confirm that I do not want to be included in the Settlement of the class action referenced herein.

Date: 9/14/2026

Full Name: HILDI ANDY ASSEFA

Address: [redacted]

Telephone: [redacted]

Signature: [redacted]

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

[redacted]

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

Exhibit E

SHLACRE181
T71961
10017

RECEIVED
SEP 24 2026

Gladys Villagrana v. Shella Care Management Services, LLC
Superior Court of California for the County of Riverside
Case No. CVRI2202930 ("PAGA Action")
Case No. CVRI2202932 ("Class Action")

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before October 16, 2026, at the following mailing address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

I request to be excluded from the class action settlement in the matter *Gladys Villagrana v. Shella Care Management Services, LLC*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am an Aggrieved Employee, I will still be bound by the settlement and release of PAGA Released Claims and will be issued an Individual PAGA Payment. By signing this form, I confirm that I do not want to be included in the Settlement of the class action referenced herein.

Date: 9-21-26

Full Name: Kathleen Sue Caine

Address: [redacted]

Telephone: [redacted]

Signature: Kathleen Caine

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

[redacted]

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

Exhibit F

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	594
Opt Out Rate	0.67%
Opt Outs Received	4
Total Class Claimants	590
Subtotal Admin Only	**$10,546.72**
Flat Fee Total	**$10,500.00**

October 28, 2026

Case: Gladys Villagrana v. Shella Care Management Services, LLC., Invoice

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.00	83	$166.32
NCOA (USPS)	$118.80	1	$118.80
		Total	**$785.12**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$100.00	2	$200.00
Language Translation	$900.00	1	$900.00
Data Merge & Duplication Scrub	$0.10	594	$59.40
Notice Packet & Opt-Out Form	$1.35	594	$801.90
Estimated Postage (up to 2 oz.)*	$0.90	594	$534.60
Static Website	$200.00	1	$200.00
		Total	**$2,695.90**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$85.00	2	$170.00
Skip Tracing Undeliverables	$1.00	91	$91.00
Remail Notice Packets	$1.00	88	$88.00
Estimated Postage	$0.90	88	$79.20
Programming Undeliverables	$50.00	2	$100.00
		Total	**$528.20**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Database	$150.00	1	$150.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	6	$330.00
Deficiency & Dispute Letters	$10.00	1	$10.00
Case Manager	$85.00	4	$340.00
		Total	**$1,030.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	7	$945.00
Mail Class Checks *	$0.85	590	$501.50
Estimated Postage	$0.70	590	$413.00
		Total	**$2,454.50**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$85.00	1	$85.00
Remail Checks (Postage Included)	$2.00	124	$248.00
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	5	$425.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	3	$255.00
Final Reporting & Declarations	$115.00	3	$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	$1,300.00	1	$1,300.00
Check to Cy-Pres	$150.00	1	Included
		Total	**$3,053.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Total: $10,546.72