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Attorneys for Plaintiff ALISSA BAKER, on
behalf of herself, and others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF TULARE

DEMETRIA CHRISTINE PRITCHETT,
ELIZABETH ROJAS, ALISSA BAKER on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

FAMILY HEALTHCARE NETWORK, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. VCU290948

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

Date: October 5, 2026

Time: 8:30 a.m.

Judge: Hon. Russell Burke

Dept.: 7

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Attorneys for Plaintiff ALISSA BAKER, on
behalf of herself, and others similarly situated

1 I, Nathalie Beltran, 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 *Pritchett,*
6 *et al v. Family Healthcare Network* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

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

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

26 4. On April 10, 2026, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On April 2, 2026, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, last known mailing address, last
3 known telephone number, class workweek counts and PAGA pay periods counts for each
4 Settlement Class Member. The data file was uploaded to our database and checked for duplicates
5 and other possible discrepancies. The Class Data contained 2,448 individuals with 223,186 Work
6 Weeks during the Class Period and 2,448 Aggrieved Employees with 112,392 Pay Periods during
7 the PAGA period.

8 6. As part of the preparation for mailing, all 2,448 names and addresses contained in
9 the Class List were then processed against the National Change of Address (“NCOA”) database,
10 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
11 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
12 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
13 address was found in the NCOA database, the updated address was used for the mailing of the
14 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
15 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

16 7. On May 22, 2026, the Notice Packet was mailed, via U.S First Class Mail, to all
17 2,448 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
18 copy of the mailed Notice Packet.

19 8. On August 14, 2026, ILYM Group was advised by Counsel for Defendant that one
20 individual was inadvertently excluded from the Class List and should be added. The addition of
21 these individuals brought the Class List up to 2,449 Settlement Class Members. A Notice Packet
22 was mailed to the additional class member on August 14, 2026 with a response deadline of 60
23 days after the mailing.

24 9. As of the date of this declaration, 160 Notice Packets have been returned to our
25 office as undeliverable. ILYM Group performed a computerized skip trace on the 160 returned
26 Notice Packets that did not have a forwarding address, in an effort to obtain an updated address
27 for purpose of re-mailing the Notice Packet. As a result of this skip trace, 139 updated addresses
28 were obtained and the Notice Packets were promptly re-mailed to those Settlement Class

Members, via U.S First Class Mail.

10. As of the date of this declaration, a total of 140 Notice Packets have been re-mailed as a result of ILYM Group's skip tracing efforts and 1 was remailed as a remail request from a Class Member.

11. As of the date of this declaration, a total of 21 Notice Packets were deemed undeliverable as no updated address was found, notwithstanding the skip tracing.

12. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was July 21, 2026.

13. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was July 21, 2026.

14. As of the date of this declaration, ILYM Group will report a total of 2,449 Participating Class Members, representing 100% of the 2,449 Settlement Class Members.

15. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Attorney Fees and Attorney Costs/Expenses, the Class Representative Enhancement Awards, Settlement Administration Fees to ILYM Group, LWDA, and the Aggrieved Employees allocation, e.g.,

Gross Settlement Fund	\$ 1,838,926.00
Attorney Fees	\$ 483,000.00
Attorney Costs/ Expenses	\$ 36,000.00
Enhancement Awards - Pritchett	\$ 5,000.00
Enhancement Awards – Rojas	\$ 5,000.00
Enhancement Awards – Baker	\$ 5,000.00
Administration Fees	\$ 17,250.00
LWDA	\$ 33,750.00
Aggrieved Employees	\$ 11,250.00
Net Settlement Fund (estimated)	\$ 1,242,676.00

1 To determine a Participating Class Member's individual settlement award payment, the Net
2 Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class
3 Members during the Class Period, multiplied by the number of workweeks worked by that
4 Participating Class Member. Based on these calculations, the Participating Class Members will
5 receive an estimated average gross payment of \$507.42, with the estimated highest gross payment
6 being \$896.08, and the estimated lowest gross payment being \$5.57.

7 16. Pursuant to the Agreement, 25% of the PAGA Allocated to Aggrieved Employees
8 (\$11,250.00) will be allocated regardless of whether he or she opts out of the Class Settlement. To
9 determine an Aggrieved Employees' individual PAGA settlement award payment, the PAGA
10 Allocated to Aggrieved Employees will be divided by the total number of pay periods worked by
11 all Aggrieved Employees during the PAGA Period, multiplied by the number of pay periods
12 worked by that Aggrieved Employee. Based on these calculations, the Aggrieved Employees will
13 receive an estimated average gross payment of \$4.59, with the estimated highest gross payment
14 being \$8.10, and the estimated lowest gross payment being \$0.10.

15 17. ILYM Group's total fees and costs for services in connection with the administration
16 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
17 costs for completion of the settlement administration, are \$17,250.00. ILYM Group's work in
18 connection with this matter will continue with the calculation of the settlement award payments,
19 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
20 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
21 Group to perform.

22 I declare under penalty of perjury under the laws of the State of California and the United
23 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
24 was executed this 4th day of September 2026, at Tustin, California.

25
26
27 *Nathalie Beltran*
NATHALIE BELTRAN
28

EXHIBIT “A”

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

Pritchett et al. v. Family Healthcare Network, Case No. VCU290948

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action lawsuit (“Action”) against Defendant Family Healthcare Network (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees of Defendant, Demetria Christine Pritchett, Elizabeth Rojas, and Alissa Baker (“Plaintiffs”) and seeks payment of alleged: (1) back wages and other relief for a class of persons employed by Defendant in California as non-exempt employees (“Class Members”) during the Class Period (February 1, 2022 to February 28, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked any hours for Defendant in California during the PAGA Period (February 1, 2022 to February 28, 2025) (“PAGA Members”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your individual class payment is estimated to be \$«Class Estimated Settlement Amount» (less withholding) and your individual PAGA payment is estimated to be \$«PAGA Estimated Settlement Amount».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 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 that **you worked «Class_Work_Weeks» workweeks** during the Class Period and **you worked «PAGA Pay Periods» workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to 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 PAGA Members to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an individual class payment and/or an 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 Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Member, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>July 21, 2026</u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay individual PAGA payments to all PAGA Members and the PAGA Members 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 <u>July 21, 2026</u>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u>October 5, 2026</u> . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by <u>July 21, 2026</u>	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked during the Class Period and how many workweeks you worked during the PAGA Period, respectively. Partial workweeks will not be counted. The number of workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>July 21, 2026</u> . See Section 4 of this 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 pay overtime wages, minimum wages, and wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks, sick pay and vacation wages, and accurate itemized wage

statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: James Hawkins, APLC, Bradley/Grombacher, LLP, and Majarian Law Group APC (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it has and continues to comply with all applicable laws at all times.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$1,838,926.00 as the Maximum Settlement Amount. Defendant has agreed to deposit the Maximum Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Administrator will use the Maximum Settlement Amount to pay all payments to Class Members and PAGA Members, enhancement awards to the class representatives, Class Counsel’s attorney’s fees and litigation expenses, the Settlement Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fully fund the Maximum Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Maximum Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$483,000.00 to Class Counsel for attorneys’ fees and up to \$36,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 each to Plaintiff Pritchett, Plaintiff Baker, and Plaintiff Rojas, for a total of \$15,000.00, as their Enhancement Awards for filing the Action, working with Class Counsel and representing the Class. Enhancement Awards will be the only monies Plaintiffs will receive other than their Individual Settlement Awards.
 - C. Approximately \$17,250.00 to the Settlement Administrator for services administering the Settlement.

- D. Up to \$45,000.00 for PAGA Allocation, allocated 75% to the LWDA and 25% to the PAGA Members based on their workweeks worked during the PAGA Period.

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

3. 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 Maximum Settlement Amount (the “Net Settlement Amount”) by making individual class payments to Participating Class Members based on their Workweeks worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each individual class payment to taxable wages (“Wage Portion”) 50% to penalties, and 40% to unpaid interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 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 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Awards will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than July 21, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the July 21, 2026 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, date of birth, and dates you worked for Defendant, telephone number or email address, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive individual class payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. Effective upon the date of final approval by the Court of the Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion will be bound by the following release:

Upon the date on which the payment of the Gross Settlement Amount is made by Defendant the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall be deemed to have fully released and discharged the Released Parties from all claims under state, federal, and local law whether statutory, common law or administrative law, that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226(a), 226(b), 226.7, 227.3, 246, 510, 511, 512, 516, 1174, 1182, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, Business and Professions Code §§ 17200, et seq., California Industrial Welfare Commission Wage Orders, California Code of Regulations, Civil Code section 1021.5, and all claims for or related to Defendant’s alleged failure to pay minimum, overtime, or double time wages, properly calculate the regular rate of pay, timely pay wages at separation, failing to pay wages timely during employment, reimburse necessary business expenses, provide accurate wage statements, pay for all hours worked due to rounding of employee timekeeping records and off-the-clock-work, keep adequate time records, failing to pay accrued vacation wages, failing to pay sick pay at the regular rate, provide meal periods and meal period premiums, and provide rest periods and rest period premiums, claims for unfair competition, unfair business practices, unlawful business practices, and fraudulent business practices in violation of California Business and Professions Code sections 17200 et seq., and claims for declaratory relief, statutory penalties, interest, attorneys’ fees and costs, as well as all other claims and allegations alleged in the Operative Complaint (collectively, “Released Class Claims”) from February 1, 2022 through February 28, 2025 (“Class Release Period”).

10. PAGA Members’ PAGA Release. Effective upon the date of final approval by the Court of the Settlement, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement.

The PAGA Members’ Releases are as follows:

Upon the date on which the payment of the Gross Settlement Amount is made by Defendant all PAGA Members are deemed to release all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802,

2698, et seq. and IWC Wage Orders, as alleged in the Operative Complaint and/or the LDWA letter, and the California Industrial Welfare Commission Wage Orders based on the facts alleged in the Operative Complaint and/or the LWDA letter (collectively, “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members from February 1, 2022 through February 28, 2025 (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether PAGA Members negotiate (cash) their settlement checks sent pursuant to this Settlement and regardless of whether any such PAGA Member opts out or attempts to exclude themselves from the Settlement.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Settlement Administrator will calculate individual PAGA payments by (a) dividing \$11,250.00 by the total number of workweeks worked by all PAGA Members and (b) multiplying the result by the number of workweeks worked by each individual PAGA Member.
3. Workweek Challenges. The number of workweeks you worked during the Class Period and the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until July 21, 2026 to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant’s calculation of Workweeks 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 Settlement Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Settlement Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as PAGA Members. The single check will combine the individual class payment and the individual PAGA payment.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single individual PAGA payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your full name, address, date of birth, dates you worked as a Class Member, and a simple statement that you have received this Notice, do not want to participate in the Settlement, and want to be excluded from the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Pritchett et al. v. Family Healthcare Network*, Case No. VCU290948, and include your identifying information (full name, address, date of birth, approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by July 21, 2026, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the October 5, 2026 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Named Plaintiffs' Enhancement Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Enhancement Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Named Plaintiffs' Enhancement Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. To object, you must file a written objection and a notice of intention to appear at the Final Approval Hearing with the Clerk of the Tulare County Superior Court and send copies to the Settlement Administrator, Class Counsel, and counsel for Defendant. **The deadline for sending written objections to the Settlement Administrator is July 21, 2026.** Any written objection must state each specific reason in support of the objection and any legal support for each objection. Make sure you identify the Action as *Pritchett et al. v. Family Healthcare Network*, Case No. VCU290948 and include your full name, address, date of birth, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on October 5, 2026 at 8:30 a.m. in Department 7 of the Tulare Superior Court, located at 221 South Mooney Blvd., Visalia, California 93291. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, California 93291, during regular court hours. This case is assigned to Department 7 of the County Civic Center Courthouse, located at 221 S. Mooney Blvd., Visalia, California 93291. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Marcus Bradley in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed on January 9, 2026. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below.

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

Class Counsel:

James R. Hawkins
Isandra Fernandez
Lance Dacre
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel: (949) 387-7200

Marcus Bradley
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Kiley Grombacher
kgrombacher@bradleygrombacher.com
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Claims@ilymgroup.com
Telephone: (888) 250-6810
Fax Number: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.