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13 Attorneys for Defendants

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF TULARE**

17 **Lucille Tinajero**, individually and on behalf of
18 all others similarly situated individuals,

19 Plaintiff,

20 v.

21 **Sequoia Medical Services, L.P.**, a California
22 Limited Liability Partnership; **Bell Crane Wood**
23 **Leasing, LLC**, a Limited Liability Company;
24 **Spencer J. Anderson**, an individual; and **Does 1-**
100;

25 Defendants.

Case No.: VCU319687

[ASSIGNED FOR ALL PURPOSES TO:
HON. GARY M. JOHNSON, DEPT 7]

**DECLARATION OF NORMA AYALA ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 31, 2026
Time: 8:30 a.m.
Dept.: 7

1 I, Norma Ayala, 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 Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Lucille Tinajero v. Sequoia Medical*
6 *Services L.P., et al.* matter. On behalf of both Apex and myself, I possess the authority to issue this
7 declaration. I am personally acquainted with the information contained herein, and in the event of being
8 summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 150 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *of Class Action Settlement and Share Form*, in English (referred to as “Notice Packet”); (b) receiving
21 and processing Requests for Exclusion; (c) resolving disputes among Settlement Class Members
22 regarding the number of workweeks recorded by Defendant during the Class Period, as stated on their
23 individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and
24 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
25 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
26 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
27 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 **CLASS DATA AND NOTICE PROCESS**

2 4. On January 28, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content
3 for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
4 from the Parties' Counsel prior to mailing.

5 5. On February 25, 2026, Counsel for the Defendant provided Apex with the Class Data list,
6 comprising the names, social security numbers, last known mailing addresses, dates worked for
7 Defendant during the Class Period and PAGA Period for 110 individuals. Apex reviewed & cleansed
8 the data for duplicates, discrepancies and any potential missing information. Apex identified two (2)
9 individuals with zero workweeks, who were removed after confirmation with Defendant prior to
10 finalizing the Class List. The Class List consisted of a total of 108 individuals, of which 46 are Class
11 Members and 79 are Aggrieved Employees.

12 6. In preparation for the mailing process, all 46 names and addresses listed in the Class List
13 underwent verification and updating against the National Change of Address (NCOA) database
14 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
15 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
16 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
17 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
18 However, in cases where no updated address was found in the NCOA database, the original address
19 provided by Counsel for Defendant was used for the mailing of the Class Notice.

20 7. On March 9, 2026, the Class Notice was sent to all 46 individuals listed in the Class List via U.S
21 First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

22 **UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING**

23 8. As of the date of this declaration, our office has received six (6) returned Class Notices as
24 undeliverable. Apex conducted a computerized skip trace on the six (6) returned Class Notices in an
25 attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort
26 resulted in obtaining five (5) updated addresses, to which we promptly re-mailed the Class Notices via
27 U.S First Class Mail.

1 9. As of the date of this declaration, one (1) Class Notice has been considered undeliverable as no
2 updated address was found as a result of skip tracing.

3 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

4 10. The Response Deadline was April 8, 2026. An extended Response Deadline for Class Member's
5 who received a remailed notice was April 23, 2026.

6 11. As of the date of this declaration, Apex has not received any Requests for Exclusion. The deadline
7 for submitting a request for exclusion from the Settlement was April 8, 2026.

8 12. As of the date of this declaration, Apex has not received any Objections to the Settlement. The
9 deadline for submitting a written objection to the Settlement was April 8, 2026.

10 13. As of the date of this declaration, Apex has not received any Disputes from Class Members. The
11 deadline for submitting a dispute was April 8, 2026.

12 14. As of the date of this declaration, Apex will report (46) Participating Class Members, constituting
13 100% of the Settlement Class.

14 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

15 15. The total number of workweeks worked by Participating Class Members during the Class Period
16 is 2,970. As this total did not exceed the 10% threshold outlined in the Settlement Agreement, the
17 escalator clause was not triggered. The Net Settlement Amount available to Participating Class Members
18 is estimated to be \$51,250.00 and was calculated by subtracting the requested Class Counsel Fees
19 (\$50,000.00), the amount requested for Litigation Costs and Expenses (\$20,000.00), the requested Class
20 Representative Enhancement Payment (\$5,000.00), the requested Settlement Administration Costs
21 (\$3,750.00), and the PAGA Penalties (\$20,000.00) from the Gross Settlement Amount \$150,000.00.

22 16. The *highest* Individual Settlement Payment to a Participating Class Member is currently
23 estimated to be approximately \$3,710.02, the *average* Individual Settlement Payment is currently
24 estimated to be approximately \$1,114.13, and the *lowest* Individual Settlement Payment is currently
25 estimated to be approximately \$34.51. These amounts are subject to employee-side tax and withholdings.

26 17. Pursuant to the Agreement, 35% of the PAGA Payment \$7,000.00 will be allocated to Aggrieved
27 Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees cannot opt
28

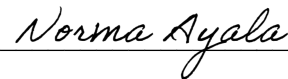
1 out of the PAGA settlement. There are 79 Aggrieved Employees who worked a total of 2,669 pay periods
2 during the PAGA Period.

3 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$141.63,
4 the *average* Individual PAGA Payment is approximately \$88.61, and the *lowest* Individual PAGA
5 Payment is approximately \$2.62.

6 **ADMINISTRATION COSTS**

7 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
8 and anticipated expenses, amount to \$3,750.00. Apex will proceed with additional tasks related to this
9 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
10 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
11 upon by the Parties or ordered by the Court for Apex to undertake.

12 I declare under penalty of perjury under the laws of the State of California and the United States
13 that the foregoing is true and correct, and that this Declaration was executed this 20th day of July 2026,
14 in Irvine, California.

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16 

17 Norma Ayala
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Exhibit A

Lucille Tinajero v. Sequoia Medical Services L.P., et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_» <<

Apex ID: «Apex_ID» «Tray_PC»

«Full_Name»

«Address_1»

«City», «State» «Zip»

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

Lucille Tinajero v. Sequoia Medical Services L.P., et al.
Superior Court of the State of California, Tulare County
Case No. VCU319687

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Sequoia Medical Services L.P.'s records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Class Members are all current and former employees of Sequoia Medical Services L.P. who worked at least one 3.5 hour shift in California from March 26, 2021 through the Court's Preliminary Approval of the Settlement.

On February 6, 2026, the Honorable Gary M. Johnson of the Superior Court of California for the County of Tulare granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be \$«Est Class PMT». For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee, and will be mailed a check for your portion of the civil penalties under PAGA allocated in this Settlement, **which is estimated to be \$«Est PAGA PMT».** The actual amount you may receive likely will be different and will depend on a number of factors.

IF YOU STILL WORK FOR SEQUOIA MEDICAL SERVICES, L.P., PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at www.apexclassaction.com/SequoiaMedicalServices.



What Is This Case About?

Lucille Tinajero is a former employee of Defendant Sequoia Medical Services L.P. She is the "Plaintiff" in this case and is suing Sequoia Medical Services L.P., Bell Crane Wood Leasing, LLC, and Spencer J. Anderson ("Defendants") on behalf of herself and all Class Members. Plaintiff sued Defendants, alleging (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain complete and accurate records; (6) failure to reimburse necessary business expenses; (7) failure to pay wages upon termination; (8) PAGA Penalties; (9) Violations of California's Business & Professions Code §§17200, et seq.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiff's claims or Defendants' defenses thereto.

Defendants are not admitting to any allegations or wrongdoing in this case, and in fact expressly deny that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendants believe that they have valid defenses to Plaintiff's claims and assert that the Class Members were properly compensated at all times during the Class Period. Defendants further assert that Sequoia Medical Services L.P. has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies. By agreeing to settle, Defendants are not admitting guilt, wrongdoing, or liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff.

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. Plaintiff entered into settlement discussions with Defendants in an attempt to resolve the disputed claims in this case. On August 20, 2025, the Parties negotiated a settlement on behalf of

Questions? Contact the Settlement Administrator toll free at 1-800-355-0700

themselves and the Class Members with the assistance of a third-party mediator. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation").

The Court has preliminarily approved the Joint Stipulation as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at 8:30 a.m. on August 31, 2026, in Department 7 of the Superior Court of California for the County of Tulare, 221 S. Mooney Blvd. Visalia, CA 93291. You are not required to attend the Hearing.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Bardia A. Akhavan (Bar No. 316493)
AKHAVAN & ASSOCIATES
(855) 463-4733
15760 Ventura Blvd. Ste. 1720
Encino, California 91436
Navid Barahmand (Bar No. 340934)
BARAHMAND LAW GROUP
23801 Calabasas Road, Suite 2034
Calabasas, California 91302

Attorneys for Defendants are:

Nicholas Deming, Esq.
Burke Wynne, Esq.
GORDON REES SCULLY MANSUKHANI
315 Pacific Avenue, San Francisco, CA 94111
Telephone: (415) 986-5900

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members for \$150,000.00 ("Maximum Settlement Amount").

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) an \$5,000 service payment to the Representative Plaintiff for her time and effort in pursuing this case and in exchange for a general release of claims against Defendants, subject to Court approval; (3) Settlement Administration Costs not to exceed \$10,000; (4) \$13,000.00 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 65% of the \$20,000.00 allocated to PAGA penalties); (5) an aggregate of \$7,000.00 to alleged PAGA Aggrieved Employees (or 35% of the \$20,000.00 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to \$50,000.00 in attorneys' fees and up to \$20,000 in litigation costs and expenses to Class Counsel.

After deducting the service payments to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys' fees and costs/expenses, a total of approximately \$51,250.00 will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by Sequoia Medical Services L.P. *outside* of the Maximum Settlement Amount.

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period ("Workweeks"). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody or control.¹ Workweeks are determined by identifying each week an employee actually worked based on Defendants' timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.
- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.
- d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete

¹ Defendants' Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Tinajero v. Sequoia Medical Services L.P. et al.* Settlement Administrator, c/o Apex Class Action no later than April 8, 2026, 30 days after the date this Notice of Class Action Settlement was mailed to you.²

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation (“Disputes”), must be postmarked no later than April 8, 2026. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement: 20% wages and 80% penalties. The amount of the individual settlement payments will be determined pro rata based on the total number of workweeks worked by the class members. The Settlement Administrator will be responsible for issuing the W-2 forms for amounts deemed “wages” and 1099 forms for the portions allocated to penalties and interests. PAGA penalties will be allocated as 100% penalties. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and Individual PAGA payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period.

The Released Claims are defined as:

All claims against Released Parties that were asserted in the Action, or that arise from or reasonably could have been asserted, based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiffs’ Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 226, 512, 1194, 1194.2, 1197, 1198, 2802 and the related IWC Wage Order s and Business & Professions Code §§ 17200, et seq., and include claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide itemized wage statements; (8) all related violations of California’s unfair competition law; and (9) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge nor narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action. The Released Claims are those that accrued during the Release Period. “Release Period” means the period from March 26, 2021 through the date of the Court’s Preliminary Approval of the Settlement.

The Released PAGA Claims include:

All claims by Aggrieved Employees for civil penalties under PAGA alleged, or reasonably could have been alleged, based on the facts asserted in the Complaint and Plaintiff’s PAGA Notice letter under the Private Attorneys General Act, Labor Code section 2698 et seq. based on predicate violations of California Labor Code sections 200, 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 233, 245, 246, 248, 248.2, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1401, 2802, and 2698, et seq., California Industrial Commission Wage Orders, Cal. Code Regs., Title 8, section 11040, et seq., during the PAGA Release Period. “PAGA Release Period” shall run from January 9, 2024 through the date of the Court’s Preliminary Approval of the Settlement.

Released Parties means Defendants Sequoia Medical Services L.P. and Bell Crane Wood Leasing, LLC, and their predecessors, successors, parent companies, related entities, subsidiaries, affiliates, investors, management companies, franchisees, owners (including but not limited to Spencer J. Anderson), attorneys, vendors, and assigns, and their directors, officers, members, investors, trustees, employees, agents, insurers, and re-insurers, whether in their individual or official capacities.

Option 2 – Opt-Out of the Settlement

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 April 8, 2026, that you wish to opt-out.

² Unless the 30th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than April 8, 2026. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *TINAJERO V. SEQUOIA MEDICAL SERVICES L.P., ET. AL.* LAWSUIT.”

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Tinajero v. Sequoia Medical Services L.P. Settlement Administrator
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619
Telephone: 1-800-355-0700

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than April 8, 2026. If you submit a request for exclusion which is not postmarked by April 8, 2026, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will not receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees’ portion of the civil penalties allocated to PAGA³; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Sequoia Medical Services L.P. in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before April 8, 2026. All objections or other correspondence should state the name and number of the case, which is *Lucille Tinajero v. Sequoia Medical Services L.P., et. al.*, Tulare County Case Number No. VCU319687.

You may also appear at the Final Fairness and Approval Hearing set for August 31, 2026, at 8:30 a.m. in Department 7 of the Superior Court of California for the County of Tulare located at 221 S. Mooney Blvd. Visalia, California, 93291, and discuss your objections with the Court and the Parties at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Tulare, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at www.apexclassaction.com/SequoiaMedicalServices.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

³ By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

Share Form

Lucille Tinajero v. Sequoia Medical Services L.P., et al.
Superior Court of the State of California, Tulare County
Case No. VCU319687

For all persons who are or previously were employed by Sequoia Medical Services L.P. (“Defendants”) in the State of California who worked at least one 3.5 hour shift in California, as non-exempt, hourly-paid employees from March 26, 2021 through the Court’s Preliminary Approval of the Settlement (“Class Period”).

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$«Est_Class_PMT». Your total Individual PAGA Payment is currently estimated at \$«Est_PAGA_PMT». Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval (“Notice”), may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$51,250.00.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members’ Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. “Workweeks” means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by identifying each week an employee actually worked based on Defendant’s timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down. Defendant’s records show that during the Class Period, you worked a total of «Class_Workweeks» Workweeks. Defendant’s records show that during the PAGA Period you worked a total of «PAGA_Periods» Pay Periods.

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period or Pay Periods during the PAGA Period (listed above) are accurate, you do not need to take any further action in order to receive your payment(s).

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD OR PAY PERIODS DURING THE PAGA PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN APRIL 8, 2026.

CHALLENGE FORM

Important:

1. You do NOT have to complete this part of the Share Form if the total number of your Workweeks during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks or Pay Periods as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- ☐ I wish to challenge the total number of my Workweeks or Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that the correct number of Workweeks I was employed by Defendants as an hourly, non-exempt employee in California during the Class Period is: _____

I believe that the correct number of Pay Periods I was employed by Defendants as an hourly, non-exempt employee in California during the PAGA Period is: _____

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

[Attach documentation and use separate page(s) as necessary]

Mail to:

PO Box 54668, Irvine, CA 92619