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Attorneys for Plaintiff Alicia Rodriguez-Padilla and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ALICIA RODRIGUEZ-PADILLA, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

SAN DIEGO FAMILY CARE; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 25CU009471C

Honorable Matthew C. Braner
Department C-60

DECLARATION OF TARUS DANCY ON BEHALF OF APEX CLASS ACTION LLC, REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date:	December 4, 2026
Time:	9:00 a.m.
Dept:	C-60
Complaint Filed:	February 21, 2025
FAC Filed:	December 9, 2025
Trial Date:	Not Set

DECLARATION OF TARUS DANCY

I, Tarus Dancy, declare as follows:

1. I am a resident of the United States of America. I am over the age of 18. I am a Case Manager for Apex Class Action, LLC (hereinafter referred to as "Apex"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above-captioned *Alicia Rodríguez-Padilla v. San Diego Family Care* matter. On behalf of both Apex and myself, I have authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

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

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice of Class Action Settlement*, in English and Spanish (referred to as "Class Notice"); (b) receiving and processing Requests for Exclusion, Notices of Objection, and Disputes; (c) calculating individual settlement award amounts; (d) processing and mailing settlement award checks; (e) handling tax withholdings as required by the Settlement and the law; (f) preparing, issuing and filing tax returns and other applicable tax forms; (g) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (h) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On August 7, 2026, Class Counsel provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel prior to mailing.

5. On September 2, 2026, Defendant's counsel provided Apex with the Class List, comprising the full names, Social Security numbers, last known mailing addresses, and the dates worked for Defendant during the Class Period for 364 individuals. On September 8, 2026, Defendant's counsel provided Apex with a supplemental Class List, comprising the full names, Social Security numbers, last known mailing addresses, and the dates worked for Defendant during the PAGA Period for 220 individuals. Apex reviewed and cleansed the data for duplicates, discrepancies, and any potential missing information. Apex identified one (1) duplicate record, which was consolidated, and Apex proceeded to finalize the Class List. The Class List consisted of a total of 363 individuals identified as Class Members who worked 40,621 Workweeks. Accordingly, the Escalator Clause was not triggered.

6. In preparation for the mailing process, all 363 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Defendant's counsel was used for the mailing of the Class Notice.

7. On September 25, 2026, the Class Notice was sent to all 363 individuals listed in the Class List via U.S. First-Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

8. As of the date of this declaration, our office has received nineteen (19) returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the nineteen (19) returned Class Notices to obtain updated addresses for re-mailing the Class Notice. This skip-trace effort resulted in obtaining fifteen (15) updated addresses, to which we promptly re-mailed the Class Notices via U.S. First-Class

Mail.

9. As of the date of this declaration, four (4) Class Notices have been considered undeliverable as no updated address was found as a result of skip tracing.

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

10. The Response Deadline was November 9, 2026. The extended Response Deadline for Class Members who received a remailed Class Notice is November 24, 2026.

11. As of the date of this declaration, Apex has not received any Requests for Exclusion.

12. As of the date of this declaration, Apex has not received any Notices of Objection.

13. As of the date of this declaration, Apex has not received any Disputes.

14. As of the date of this declaration, Apex reports 363 Settlement Class Members, constituting 100% of the Class, who worked 40,621 Workweeks during the Class Period.

ALLOCATION OF GROSS SETTLEMENT AMOUNT

15. The Net Settlement Amount available to Settlement Class Members is estimated to be $490,842.87, which was calculated by subtracting the requested Attorneys' Fees ($307,125.00), the amount requested for Attorneys' Costs ($26,442.13), the requested Enhancement Payment ($10,000.00), the requested Settlement Administration Costs ($8,090.00), and the PAGA Penalties ($35,000.00) from the Gross Settlement Amount ($877,500.00).

16. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to be approximately $2,839.62, the *average* Individual Settlement Share is currently estimated to be approximately $1,352.18, and the *lowest* Individual Settlement Share is currently estimated to be approximately $12.08. These amounts are subject to employee-side tax and withholdings.

17. Pursuant to the Agreement, 35% of the PAGA Amount ($12,250.00) will be allocated to PAGA Employees regardless of whether they opt out of the Class settlement. PAGA Employees cannot opt out of the PAGA settlement. There are 220 PAGA Employees who worked a total of 3,932 Pay Periods during the PAGA Period.

18. The *highest* Individual PAGA Payment to a PAGA Employee is approximately $65.42, the *average* Individual PAGA Payment is approximately $55.68, and the *lowest* Individual PAGA Payment is approximately $3.12.

ADMINISTRATION COSTS

19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $8,090.00. Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake. A copy of Apex's quote is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that I executed this Declaration on this 9th day of November 2026, in Irvine, California.

Tarus Dancy

TARUS DANCY

EXHIBIT A

Alicia Rodríguez-Padilla v. San Diego Family Care
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 CLASS ACTION SETTLEMENT

Alicia Rodríguez-Padilla v. San Diego Family Care
Superior Court of California for the County of San Diego, Case No. 25CU009471C

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 with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Alicia Rodriguez-Padilla ("Plaintiff") and Defendant San Diego Family Care ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Alicia Rodriguez-Padilla v. San Diego Family Care*, San Diego County Superior Court, Case No. 25CU009471C ("Action"), which may affect your legal rights. On August 7, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on December 4, 2026, at 9:00 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 and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"**Class Period**" means the period from February 21, 2021, through August 23, 2025.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Employee(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"**PAGA Period**" means the period from November 5, 2024, through August 23, 2025.

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On February 21, 2025, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On November 5, 2025, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On December 9, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA").

Plaintiff contends 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 accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under 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 Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On August 7, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Alicia Rodriguez-Padilla as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Ryan A. Quadrel
Alexandra Rose
James S. Winn Jr.
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not 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 and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

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 Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA 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, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Seventy-Seven Thousand Five Hundred Dollars and Zero Cents ($877,500.00) (the "Gross Settlement Amount"). The portion of the Gross 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 Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $307,125.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff for her services in the Action; (3) the amount of Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 65% ($22,750.00) ("LWDA Payment") and the remaining 35% ($12,250.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand One Hundred Dollars and Zero Cents ($8,100.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA 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 provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From February 21, 2021, through August 23, 2025 (i.e., the Class Period), you are credited as having worked «Class_Workweeks» Workweeks.**
- **From November 5, 2024, through August 23, 2025 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Rodriguez-Padilla v. San Diego Family Care*, Case No. 25CU009471C); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before November 9, 2026**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $«Est_Class_PMT». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $«Est_PAGA_PMT» and 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 Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq*.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

"Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $307,125.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees 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 Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Enhancement Payment"), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to any other payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand One Hundred Dollars and Zero Cents ($8,100.00) ("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 Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class 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 and if the Court grants final approval of the 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 Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you 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 Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

A Request for Exclusion must: (a) contain the case name and number of the Action (*Rodriguez-Padilla v. San Diego Family Care*, Case No. 25CU009471C); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before November 9, 2026**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class 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 a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Rodriguez-Padilla v. San Diego Family Care*, Case No. 25CU009471C); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before November 9, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-60 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on **December 4, 2026**, at **9:00 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 grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

You can attend the hearing by video or audio conference using the free Microsoft Teams App. The information and link to the Microsoft Teams meeting is provided at: https://www.sdcourt.ca.gov/sdcourt/civil2/civilicvirtualhearings.

VI. 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 and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by accessing the Court Records. To begin, visit the following link: https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords.

On that page, scroll to the "Register of Actions" section and click the "Search Now" button. This will take you to the Case Number Search screen. Enter the case number provided above in the field directly under "Any Format." Once submitted, you will be able to view all relevant case information and documents, including the Settlement Agreement, for a fee.

You may also visit the Settlement Administrator's website at www.apexclassaction.com/sandiegofamilycare for key documents in the Action.

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: 1-800-355-0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Alicia Rodríguez-Padilla v. San Diego Family Care
Tribunal Superior de California para el Condado de San Diego, Caso No. 25CU009471C

LEA ESTE AVISO DE DEMANDA COLECTIVA DETENIDAMENTE.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros del Demandado indican que podría ser elegible para participar en el acuerdo de la demanda colectiva alcanzado en el caso mencionado anteriormente.

No necesita realizar ninguna gestión para recibir el pago del acuerdo.

Este Aviso de Demanda Colectiva tiene como objetivo informarle sobre sus derechos y opciones con respecto al acuerdo y sobre cómo puede solicitar ser excluido del Acuerdo de Demanda Colectiva, objetar al mismo y/o impugnar la cantidad de Semanas laborales y/o Períodos de pago que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de demanda colectiva y representativa entre la demandante Alicia Rodriguez-Padilla ("Demandante") y el Demandado San Diego Family Care ("Demandado") (la Demandante y el Demandado se denominan colectivamente las "Partes") en el caso titulado *Alicia Rodriguez-Padilla v. San Diego Family Care*, Tribunal Superior del Condado de San Diego, Caso No. 25CU009471C ("Demanda"), que puede afectar sus derechos legales. El 7 de agosto de 2026, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia para el 4 de diciembre de 2026, a las 9:00 a. m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debe o no otorgar la aprobación final del acuerdo.

I. DEFINICIONES IMPORTANTES

"**Clase**" o "**Miembro(s) de la Clase**" significa todos los empleados actuales y exempleados pagados por hora y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de Clase.

"**Período de Clase**" significa el período del 21 de febrero de 2021 al 23 de agosto de 2025.

"**Acuerdo de Demanda Colectiva**" significa el acuerdo y la resolución de todas las Reclamaciones Liberadas de Clase.

"**Empleado(s) PAGA**" significa todos los empleados actuales y exempleados pagados por hora y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período PAGA.

"**Período PAGA**" significa el período del 5 de noviembre de 2024 al 23 de agosto de 2025.

"**Acuerdo PAGA**" significa el acuerdo y la resolución de todas las Reclamaciones Liberadas PAGA.

II. ANTECEDENTES DE LA DEMANDA

El 21 de febrero de 2025, la Demandante inició una demanda colectiva putativa (presunta) mediante la presentación de una demanda colectiva en este Proceso. El 5 de noviembre de 2025, la Demandante proporcionó una notificación por escrito a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") y al Demandado sobre las disposiciones específicas del Código Laboral de California que la Demandante alega que fueron violadas ("Carta PAGA"). El 9 de diciembre de 2025, la Demandante presentó una Primera Demanda Colectiva y Representativa Enmendada ("Demanda Vigente") en el Litigio, que agregó una causa de acción bajo la Ley General de Abogados Privados de 2004 de conformidad con la Sección 2698 del Código Laboral de California, *y sig*. ("PAGA").

La Demandante sostiene que el Demandado no pagó adecuadamente los salarios mínimos y las horas extras, no proporcionó descansos para comer y descansar conformes a la ley ni las primas asociadas, no pagó los salarios a tiempo durante el empleo y al término del empleo ni las sanciones por demora asociadas, no proporcionó declaraciones de salario precisos ni reembolsó los gastos comerciales, y por lo tanto incurrió en prácticas comerciales desleales en violación de la sección 17200, *y sig.,* del Código de Negocios y Profesiones de California, y conducta que da lugar a sanciones bajo PAGA. La Demandante busca, entre otras cosas, la recuperación de los salarios impagos y las primas por períodos de descanso y comida, los gastos comerciales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costos de los abogados.

El Demandado niega todas las alegaciones de la Demanda o que haya violado alguna ley.

Las Partes participaron en una mediación con un mediador de reconocido prestigio en materia de demandas colectivas y, como resultado, llegaron a un acuerdo. Posteriormente, las Partes suscribieron una Estipulación Conjunta de Acuerdo de Demanda Colectiva y PAGA ("Acuerdo" o "Acuerdo de Conciliación").

El 7 de agosto de 2026, el Tribunal emitió una orden aprobando preliminarmente el Acuerdo. El Tribunal designó a Apex Class Action LLC como el administrador del Acuerdo ("Administrador del Acuerdo"), a la Demandante Alicia Rodriguez-Padilla como representante de la Clase ("Representante de la Clase") y a los siguientes abogados de la Demandante como asesores legales de la Clase ("Abogados de la Clase"):

Jonathan M. Genish
Ryan A. Quadrel
Alexandra Rose
y James S. Winn Jr.
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel.: (310) 622-4278 / Fax: (855) 786-6356

Si usted es Miembro de la Clase, no necesita realizar ninguna gestión para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar su exclusión del Acuerdo Colectivo (en cuyo caso no recibirá dicho pago), objetar al Acuerdo Colectivo y/o impugnar las semanas laborales y/o los períodos de pago que se le acrediten, si así lo desea, como se explica con mayor detalle en las Secciones III y IV. Si usted es

un Empleado PAGA, no necesita realizar ninguna gestión para recibir un Pago Individual PAGA; no tendrá la oportunidad de objetar ni de solicitar su exclusión del Acuerdo PAGA, y todos los Empleados PAGA estarán sujetos a dicho acuerdo si el Tribunal lo aprueba definitivamente.

El Acuerdo representa una transacción y la resolución de reclamaciones altamente controvertidas. Nada en el Acuerdo pretende ni se interpretará como una admisión por parte del Demandado de que las reclamaciones en la Demanda tengan fundamento o de que el Demandado tenga alguna responsabilidad ante la Demandante, los Miembros de la Clase o los Empleados PAGA. La Demandante y el Demandado y sus respectivos abogados, han concluido y coinciden en que, a la luz de los riesgos e incertidumbres que conlleva para cada parte la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y redunda en el mejor interés de los Miembros de la Clase, el estado de California y los Empleados PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto bruto total del acuerdo es de ochocientos setenta y siete mil quinientos dólares con cero centavos ($877,500.00) (el "Monto Bruto del Acuerdo"). La porción del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros de la Clase se denomina "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de los Abogados de la Clase, en un monto que no exceda el treinta y cinco por ciento (35 %) del Monto Bruto del Acuerdo (es decir, $307,125.00), y reembolso de los costos y gastos del litigio, en un monto que no exceda los treinta mil dólares con cero centavos ($30,000.00); (2) Pago de Incentivo en un monto que no exceda los diez mil dólares con cero centavos ($10,000.00) para la Demandante por sus servicios en la Demanda; (3) la cantidad de treinta y cinco mil dólares y cero centavos ($35,000.00) asignada a sanciones civiles bajo PAGA ("Monto PAGA"), de la cual la LWDA recibirá el 65 % ($22,750.00) ("Pago LWDA") y el 35 % restante ($12,250.00) se distribuirá a los Empleados PAGA ("Monto Empleado PAGA"); y (4) Costos de Administración del Acuerdo por un monto que no exceda los ocho mil cien dólares y cero centavos ($8,100.00) para el Administrador del Acuerdo.

Los Miembros de la Clase tienen derecho a recibir el pago correspondiente a su parte *proporcional* del Monto Neto del Acuerdo ("Participación Individual del Acuerdo") según el número de semanas que cada miembro trabajó para el Demandado como empleado por horas o no exento en California durante el Período de Clase ("Semanas Laborales"). El Administrador del Acuerdo dividió el Monto Neto del Acuerdo entre las Semanas Laborales de todos los Miembros de la Clase para obtener el "Valor Estimado de la Semana Laboral" y multiplicó las Semanas Laborales de cada Miembro por dicho valor para obtener una Participación Individual del Acuerdo estimada a la que cada Miembro puede tener derecho (la cual se detalla en la Sección III.C). A los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna ("Miembros de la Clase del Acuerdo Colectivo") se les emitirá su Pago Individual del Acuerdo final.

Cada Participación Individual en el Acuerdo se asignará como un veinte por ciento (20 %) como salario, que se reportará en un Formulario W-2 del IRS, y un ochenta por ciento (80 %) como sanciones, intereses y daños no salariales, que se reportarán en un Formulario 1099 del IRS (si corresponde). Cada Participación Individual en el Acuerdo estará sujeta a una reducción por la parte del empleado de los impuestos sobre la nómina y las retenciones con respecto a la porción salarial de las Participaciones Individuales en el Acuerdo, lo que resultará en un pago neto al Miembro de la Clase de Acuerdo Colectivo ("Pago Individual en el Acuerdo"). La parte del empleador de los impuestos y contribuciones relacionados con la porción salarial de las Participaciones Individuales en el Acuerdo ("Impuestos del Empleador") será pagada por el Demandado por separado y adicionalmente al Monto Bruto del Acuerdo.

Los Empleados PAGA tienen derecho a recibir un pago en virtud del Acuerdo PAGA que les corresponde *proporcionalmente* del Monto de Empleado PAGA ("Pago Individual PAGA") según el número de períodos de pago que cada Empleado PAGA trabajó para el Demandado como empleado por hora y/o no exento en California durante el Período PAGA ("Períodos de Pago"). El Administrador del Acuerdo dividió el Monto de Empleado PAGA, es decir, el 35 % del Monto PAGA, entre los Períodos de Pago de todos los Empleados PAGA para obtener el "Valor del Período de Pago PAGA", y multiplicó los Períodos de Pago de cada Empleado PAGA por el Valor del Período de Pago para obtener el Pago Individual PAGA de cada Empleado PAGA.

Cada Pago Individual PAGA se asignará como sanciones del cien por ciento (100 %), no estará sujeto a impuestos ni retenciones, y se informará en el Formulario 1099 del IRS (si corresponde).

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo postal a los Miembros de la Clase del Acuerdo Colectivo y los Pagos Individuales PAGA se enviarán a los Empleados PAGA a la dirección que consta en los registros del Administrador del Acuerdo. **Si la dirección a la que se envió este Aviso de Acuerdo de Demanda Colectiva no es correcta, o si se muda después de haberlo recibido, debe proporcionar su dirección correcta al Administrador del Acuerdo lo antes posible para asegurarse de recibir cualquier pago al que tenga derecho en virtud del Acuerdo.**

B. Sus Semanas Laborales y Períodos de Pago (si corresponde) Basado en los registros del Demandado

Según los registros del Demandado:

- **Desde el 21 de febrero de 2021 hasta el 23 de agosto de 2025 (es decir, el Período de Clase), se le acredita haber trabajado «Class_Workweeks» Semanas Laborales.**
- **Desde el 5 de noviembre de 2024 hasta el 23 de agosto de 2025 (es decir, el Período PAGA), se le acredita haber trabajado «PAGA_Pay_Periods» Períodos de Pago.**

Si desea impugnar las semanas laborales y/o los períodos de pago que se le han acreditado, debe presentar su reclamación por escrito al Administrador del Acuerdo. ("Impugnación"). La Impugnación debe contener: (a) el nombre y número del caso de la Demanda (*Rodriguez-Padilla v. San Diego Family Care*, Caso No. 25CU009471C); (b) su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que usted impugna el número de Semanas Laborales y/o Períodos de

Pago que se le acreditan y cuál sostiene que es el número correcto; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B, con matasellos del **9 de noviembre de 2026 o antes.**

C. Su Participación Individual Estimada en el Acuerdo y Pago Individual PAGA (si corresponde)

Como se explicó anteriormente, su Participación Individual Estimada en el Acuerdo y Pago Individual PAGA (si corresponde) se basa en el número de Semanas Laborales y de Períodos de Pago (si corresponde) que se le acreditan.

Según los términos del Acuerdo, su Participación Individual en el Acuerdo se estima en $«Est_Class_PMT». La Participación Individual en el Acuerdo está sujeta a una reducción por concepto de impuestos y retenciones que le corresponde al empleado con respecto a la porción salarial de dicha parte, y solo se distribuirá si el Tribunal aprueba el Acuerdo y, después de que este entre en vigor.

Según los términos del Acuerdo, su Pago Individual PAGA se estima en $«Est_PAGA_PMT» y solo se distribuirá si el Tribunal aprueba el Acuerdo y, posteriormente, este entre en vigor.

El proceso de aprobación del acuerdo puede tardar varios meses. Su Parte Individual del Acuerdo y su Pago Individual PAGA (si corresponde), reflejados en este Aviso, son solo una estimación. Su Pago Individual del Acuerdo y su Pago Individual PAGA (si corresponde) reales pueden ser mayores o menores.

D. Liberación de Reclamaciones

Tras la Fecha de Vigencia y el pago total del Monto Bruto del Acuerdo, se considerará que la Demandante y todos los Miembros de la Clase del Acuerdo [de Demanda Colectiva] han liberado, acordado, transigido, renunciado y exonerado de manera plena, definitiva y para siempre a las Partes Liberadas de todas las Reclamaciones Liberadas de Clase.

Tras la Fecha de Vigencia y el pago total del Monto Bruto del Acuerdo, se considerará que la Demandante, el Estado de California, con respecto a todos los Empleados PAGA han liberado, acordado, transigido, renunciado y exonerado de manera plena, definitiva y para siempre a las Partes Liberadas de todas las Reclamaciones Liberadas PAGA.

"Reclamaciones Liberadas de Clase" significa todas y cada una de las reclamaciones que se alegaron o que podrían haberse alegado razonablemente con base en las alegaciones de hecho en la Demanda vigente, que surjan durante el Período de Clase, que incluirán específicamente reclamaciones por el presunto incumplimiento del Demandado de pagar horas extras y salarios mínimos, proporcionar períodos de comida y descanso conformes y pagos de primas asociados, pagar salarios a tiempo durante el empleo y al momento de la terminación, proporcionar declaraciones de salarios precisos y reembolsar los gastos necesarios relacionados con el negocio en violación de las secciones 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California, la Orden Salarial de la Comisión de Bienestar Industrial aplicable y las secciones 17200 *y siguientes* del Código de Negocios y Profesiones de California.

"Reclamaciones Liberadas PAGA" significa todas y cada una de las reclamaciones que surjan de cualquiera de las alegaciones de hecho en la Carta PAGA y la Demanda vigente, que surjan durante el Período PAGA, para sanciones civiles bajo PAGA, secciones 2698 *y siguientes* del Código Laboral de California, que incluirán específicamente reclamaciones por el presunto incumplimiento del Demandado de pagar horas extras y salarios mínimos, proporcionar períodos de comida y descanso conformes y pagos de primas asociados, pagar salarios a tiempo durante el empleo y al momento de la terminación, proporcionar declaraciones de salarios conformes y reembolsar los gastos necesarios relacionados con el negocio en violación de las secciones 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California, y la Orden Salarial de la Comisión de Bienestar Industrial aplicable.

"Partes Liberadas" se refiere al Demandado y a sus funcionarios, directores, miembros, aseguradoras, accionistas, subsidiarias, filiales, predecesores, sucesores y cesionarios, tanto actuales como pasados.

E. Honorarios y costos de los Abogados de la Clase

Los Abogados de la Clase solicitarán honorarios por un monto que no exceda el treinta y cinco por ciento (35 %) del Monto Bruto del Acuerdo (es decir, $307,125.00) y el reembolso de los costos y gastos del litigio por un monto que no exceda los treinta mil dólares con cero centavos ($30,000.00) (en conjunto, "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 Bruto del Acuerdo. Los Abogados de la Clase han estado tramitando la Demanda en nombre de la Demandante, los Miembros de la Clase y los Empleados PAGA sobre una base de honorarios contingentes (es decir, sin haber recibido ningún pago hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

F. Pago de Incentivo a la Demandante

La Demandante solicitará la cantidad de diez mil dólares con cero centavos ($10,000.00) ("Pago de Incentivo"), en reconocimiento a sus servicios relacionados con la Demanda. Este se pagará del Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal, y, si se otorga, se pagará a la Demandante, además de cualquier otro pago al que tenga derecho en virtud del Acuerdo.

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

Se estima que el pago al Administrador del Acuerdo no excederá los ocho mil cien dólares con cero centavos ($8,100.00) ("Costos de Administración del Acuerdo") por los costos del proceso de notificación y administración del acuerdo, incluyendo, entre otros, el gasto de notificar a los Miembros de la Clase sobre el Acuerdo, procesar Solicitudes de Exclusión, Avisos de Objeción y Disputas, calcular Participaciones Individuales del Acuerdo, Pagos Individuales del Acuerdo y Pagos Individuales PAGA, y distribuir pagos y formularios de impuestos bajo el Acuerdo, y se pagará con el Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

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

A. Participar en el Acuerdo

Si desea participar en el Acuerdo de Demanda Colectiva y recibir dinero de dicho Acuerdo, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo de Demanda Colectiva y se le emitirá su Pago Individual del Acuerdo a menos que decida excluirse del Acuerdo Colectivo.

A menos que usted decida excluirse del Acuerdo de Demanda Colectiva y, si el Tribunal otorga la aprobación final del Acuerdo, usted estará sujeto a los términos de dicho Acuerdo y a cualquier sentencia que el Tribunal pueda dictar con base en él, y usted liberará las Reclamaciones Liberadas de Clase contra las Partes Liberadas, como se describe en la Sección III.D.

Si usted es un Empleado PAGA y el Tribunal aprueba definitivamente el Acuerdo, se le incluirá automáticamente en el Acuerdo PAGA y recibirá su Pago Individual PAGA. Esto significa que estará sujeto a los términos del Acuerdo PAGA y a cualquier sentencia que el Tribunal pueda dictar con base en el mismo, y renunciará a las Reclamaciones Liberadas PAGA contra las Partes Liberadas, según se describe en la Sección III.D.

Como Miembro de la Clase y Empleado PAGA (si corresponde), no será responsable por separado del pago de honorarios de abogados ni de los costos y gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de sus propios honorarios y gastos legales.

B. Solicitud de Exclusión del Acuerdo de Demanda Colectiva

Los Miembros de la Clase pueden solicitar ser excluidos del Acuerdo de Demanda Colectiva enviando una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

Apex Class Action, LLC
PO Box 54668
Irvine, California 92619

Una Solicitud de Exclusión debe contener: (a) el nombre y número del caso de la Demanda (*Rodriguez-Padilla v. San Diego Family Care*, Caso No. 25CU009471C); (b) su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que no desea ser incluido en el Acuerdo Colectivo; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con matasellos **del o antes del 9 de noviembre de 2026.**

Si el Tribunal aprueba definitivamente el Acuerdo, ningún Miembro de la Clase que presente una Solicitud de Exclusión válida y oportuna recibirá un Pago Individual del Acuerdo, no estará sujeto al Acuerdo de Demanda Colectiva (ni a la liberación de las Reclamaciones Liberadas de Clase descrita en la Sección III.D) y no tendrá derecho a objetar, apelar ni comentar sobre dicho Acuerdo. Los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna serán considerados Miembros de la Clase del Acuerdo y estarán sujetos a todos los términos del mismo, incluidos los relativos a la liberación de reclamaciones descrita en la Sección III.D, así como a cualquier sentencia que el Tribunal pueda dictar con base en el mismo. Los Empleados PAGA estarán sujetos al Acuerdo PAGA (y a la liberación de las Reclamaciones Liberadas PAGA descrita en la Sección III.D) y seguirán recibiendo un Pago Individual PAGA, independientemente de si presentan o no una Solicitud de Exclusión.

C. Objetar al Acuerdo Colectivo

Puede objetar al Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión, presentando una objeción por escrito ("Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y número del caso de la Demanda (*Rodriguez-Padilla v. San Diego Family Care*, Caso No. 25CU009471C); (b) presentar su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración escrita de todos los fundamentos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (d) contener copias de cualquier documento, escrito u otro documento en el que se base la objeción; y (e) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B, con matasellos **del o antes del 9 de noviembre de 2026.**

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado un Aviso de Objeción.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento C-60 del Tribunal Superior del Condado de San Diego, ubicado en 330 West Broadway, San Diego, California 92101, el **4 de diciembre de 2026**, a las **9:00 a. m.**, para determinar si el Acuerdo debe ser aprobado finalmente como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe y otorgue los Honorarios y Costos a los Abogados de la Clase, el Pago de Incentivo a la Demandante y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

Esta Audiencia puede reprogramarse sin previo aviso a los Miembros de la Clase y a los Empleados PAGA. No es necesario que comparezca en la Audiencia de Aprobación Final, aunque puede hacerlo si lo desea.

Puede asistir a la audiencia por video o por audioconferencia utilizando la aplicación gratuita de Microsoft Teams. La información y el enlace a la reunión de Microsoft Teams se proporcionan en: https://www.sdcourt.ca.gov/sdcourt/civil2/civilicvirtualhearings.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Conciliación, debe revisar el Acuerdo de Conciliación detallado y otros documentos archivados en el Tribunal.

Puede ver el Acuerdo de Conciliación y otros documentos presentados en la Demanda accediendo a los Registros del Tribunal. Para comenzar, visite el siguiente enlace: https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords.

En esa página, desplácese a la sección "Registro de Demandas" y haga clic en el botón "Buscar ahora". Esto le llevará a la pantalla de búsqueda del número de caso. Ingrese el número de caso proporcionado anteriormente en el campo ubicado justo debajo de "Cualquier formato". Una vez enviado, podrá ver toda la información y los documentos relevantes del caso, incluido el Acuerdo de Conciliación, previa cancelación de una tarifa.

También puede visitar el sitio web del Administrador del Acuerdo en www.apexclassaction.com/sandiegofamilycare para consultar los documentos clave de la Demanda.

NO LLAME NI AL TRIBUNAL NI AL SECRETARIO JUDICIAL PARA SOLICITAR INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: 1-800-355-0700, O TAMBIÉN PUEDE CONTACTAR A LOS ABOGADOS DE LA CLASE.

EXHIBIT B

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:
JJ Winn
Blackstone Law
jwinn.blackstonepc.com
310.622.4278

Case Name: Alicia Rodriguez-Padilla v. San Diego Family C
Date: Tuesday, November 25, 2025
RFP Number: 30160006

Prepared By:
Kimberly Sutherland
Apex Class Action LLC
kimberly@apexclassaction.com
321.223.5065

Settlement Specifications	
Estimated Class Size:	**370**
Certified Language Translation:	**Yes**
Static Settlement Website	**Yes**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	1	$125.00
Data Analyst	Per Hour	$150.00	2	$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$425.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.50	370	$555.00
USPS First Class Postage	Per Piece	$0.78	370	$288.60
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.25	74	$166.50
Receive and Process Undeliverable Mail	Per Hour	$75.00	1	$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	2	$150.00
NCOA Address Update (USPS)	Static Rate	$88.05	1	$88.05
Certified Language Translation: Spanish	Static Rate	$1,000.00	1	$1,000.00
			Sub Total:	$2,443.15
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$620.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$55.00	1	$55.00
Settlement Website: Static Apex URL	Static Rate	$500.00	1	$500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$555.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	2	$240.00
Account Management and Reconciliation	Per Hour	$140.00	2	$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.50	370	$555.00
USPS First Class Postage	Per Piece	$0.78	370	$288.60
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.25	37	$83.25
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	5	$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$375.00	1	$375.00
			Sub Total:	$3,571.85
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	1	$135.00
Project Management Reconciliation	Per Hour	$100.00	1	$100.00
Declarations	Per Hour	$120.00	2	$240.00
			Sub Total:	$475.00

WILL NOT EXCEED: $8,090.00

Thank you for your business!

APEX
CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of $1.50 per storage box for paper documents and $0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.