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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALESIA WILLIAMS, individually and on behalf of others similarly situated, Plaintiff, vs. ALTAMED HEALTH SERVICES CORP.; and DOES 1 through 25, inclusive, Defendants.	Case No.: 23STCV15413 Honorable Carolyn B. Kuhl Department SSC12 **SUPPLEMENTAL DECLARATION OF ANNABEL BLANCHARD IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: August 28, 2025 Time: 9:30 a.m. Dept.: SSC-12 Complaint Filed: July 3, 2023 Trial Date: Not Set

SUPPLEMENTAL DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC ("Class Counsel"), attorneys of record for Plaintiff Alesia Williams ("Plaintiff").

2. If called as a witness, I could and would competently testify to the following facts of my own personal knowledge. This personal knowledge has been attained either by my own observations or the underlying records and documents of this litigation. If called upon to testify as witness to the following statements, I could and would do so truthfully and based upon my personal knowledge, excepting those matters stated upon information and belief, in which case I believe them to be true.

3. On May 13, 2025, Plaintiff filed her Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), which was set for a hearing on July 24, 2025. At the hearing on July 24, 2025, the Court had certain questions and concerns about the Settlement, and continued the hearing on Plaintiff's Motion to August 28, 2025 at 9:30 a.m. in order to allow the Parties more time to submit supplemental documents and briefing to address the Court's inquiries. The Court raised the following issues:

   a. **Issue #1:** The proposed Class Representative is receiving a separate individual settlement amount in exchange for her general release of all claims, including individual claims, which she may have against Defendant. The Court sees this as a conflict with the Class Representative's fiduciary duty to the class. Supplemental briefing was requested to address the potential conflict created by the individual settlement payment to the Class Representative, and whether disclosure of the individual settlement amount in the Class Notice serves to cure the conflict.

   b. **Issue #2:** The Court requested additional information about the unreimbursed business expense claim, specifically: 1) were unreimbursed business expenses uniform among all class members, and 2) is the proposed Class Representative's claim for unreimbursed business expenses typical of other class members' claims?

Plaintiff's response to issue # 1 – Plaintiff's Individual Settlement

4. Plaintiff Alesia Williams is a proper and adequate representative for the class under California law, notwithstanding the fact that she also pursued non–wage and hour claims in her individual capacity. The existence and settlement of those distinct claims do not create a conflict of interest, nor do they undermine her ability to fairly and vigorously protect the interests of absent class members. Only a conflict "that goes to the very subject matter of the litigation" can defeat class representative status. Otherwise, the court may alleviate any potential issues—such as divergent interests—by dividing the class into subclasses or managing issues separately. (*Richmond v. Dart Industries, Inc*., 29 Cal. 3d 462). Here, the individual FEHA claims are distinct from the wage-and-hour class claims, and do not overlap in subject matter or relief. There is accordingly no impairment of adequacy.

5. Courts consistently hold that differences in class members' experiences or damages do not render the class representative inadequate—so long as they share the core claims and objectives. As the Fourth District observed in *Wershba v. Apple Computer, Inc.*, differences among class members as to damages or factual circumstances are not fatal when there exists a "well-defined community of interest" and common issues predominate. (*Wershba v. Apple Computer, Inc.,* 91 Cal. App. 4th 224). By extension, settlement of separate individual claims—even if not shared by other class members—does not undermine adequacy.

6. A defendant's grant of individual relief to the named plaintiff[s] in a class action does not, in itself, render those plaintiffs unfit per se to represent the class. (*Kagan v. Gibraltar Sav. & Loan Assn*., 35 Cal. 3d 582). In this case, Plaintiff's individual claims were the reason she initially sought legal representation. During Class Counsel's intake and investigation, it became evident that, in addition to Plaintiff's individual FEHA claims, Defendant's uniform policies and practices gave rise to class-wide wage and hour violations affecting all hourly employees. This sequence is not unusual in employment litigation: employees often come forward with personal grievances, which upon further

investigation reveal systemic practices warranting class treatment. Far from disqualifying Plaintiff, this demonstrates her willingness to step forward and protect the rights of similarly situated employees.

7. Significantly, the consideration Plaintiff is receiving in her individual settlement—$40,000—is for entirely separate FEHA claims, which she raised internally with human resources and pursued through a complaint to the California Civil Rights Department. These claims are wholly distinct from the wage and hour violations resolved in the class and PAGA settlement. As such, her individual recovery is both appropriate and necessary, and it does not diminish or overlap with the relief obtained on behalf of the class.

8. Moreover, the decision to address Plaintiff's individual claims in the same mediation as the class claims was a matter of efficiency, not substance. It preserved resources and streamlined negotiations, but it did not reduce the independent value of Plaintiff's FEHA claims, nor did it interfere with her ability to zealously advocate for the class. To the contrary, the successful resolution of both sets of claims underscores Plaintiff's diligence and the effectiveness of her representation.

9. Finally, it bears emphasis that without Plaintiff stepping forward, this class action likely would not have been filed, and absent class members would have received no recovery. Plaintiff's initiative, coupled with her willingness to expose her own individual claims to scrutiny, exemplifies the adequacy and commitment expected of a class representative under California law.

10. For these reasons, Plaintiff Williams is an appropriate and effective representative of the class, and her individual settlement does not impair the fairness or adequacy of the class resolution.

11. The Parties have prepared a revised Class Notice, disclosing Plaintiff's individual settlement amount, which is attached hereto as **Exhibit 1**. If Class Members believe Plaintiff's individual settlement will interfere with her ability to adequately represent them, the Class Members will have an opportunity to object to, or request exclusion from, the Settlement.

Plaintiff's response to issue #2 – Unreimbursed Business Expenses

12. The unreimbursed business expense claim in this action arises from Defendant's

practice of requiring employees to use their personal cell phones for work-related purposes without providing reimbursement. Plaintiff and numerous putative class members, across a range of roles at Altamed (including but not limited to job titles such as: Medical Assistant, Back Office Floor Supervisor, Maintenance Coordinator, Administrative Assistant, Accounting Clerk, Licensed Vocational Nurse, and Patient Services Representative) reported that they were regularly contacted by managers and co-workers regarding work responsibilities on their personal devices, yet received no reimbursement for this mandatory business use.

13. While these facts establish a substantial claim under California Labor Code section 2802, the Parties recognized that risks existed for both sides. Defendant maintained that certain employees were issued company-provided phones and that, for others, reimbursement was provided. Class Counsel's investigation confirmed that, although a majority of class members interviewed received no reimbursement, there was evidence that some portion of the workforce either had access to employer-provided phones or received at least partial reimbursement.

14. Given these facts, the claim presented meaningful litigation risks. Defendant's evidence could have undermined commonality for class certification, and the existence of reimbursed employees created uncertainty as to the scope of damages. As a result, the realistic value of the business expense reimbursement claim required a measured discount from Plaintiff's initial damages estimate.

15. The settlement reached represents a fair and reasonable compromise that accounts for these litigation risks. Plaintiff secured relief for the class while avoiding the possibility that certification could be denied or that recovery could be substantially limited after trial. Defendant, for its part, resolved a claim carrying significant potential liability under section 2802. The resolution is therefore in the best interests of the class and well within the range of reasonableness approved by California courts in similar wage-and-hour settlements.

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

Executed on August 22, 2025, at Beverly Hills, California

A. Blanchard

Annabel Blanchard

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Alesia Williams v. Altamed Health Services Corp.
Superior Court of California for the County of Los Angeles, Case No. 23STCV15413

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 Alesia Williams ("Plaintiff") and Defendant Altamed Health Services Corporation ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Alesia Williams v. Altamed Health Services Corp.,* Los Angeles County Superior Court, Case No. 23STCV15413 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"**Class Period**" means the period from June 22, 2022 through January 23, 2025.

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

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

"**PAGA Period**" means the period from June 22, 2022 through January 23, 2025.

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

II. BACKGROUND OF THE ACTION

On June 22, 2023, 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 July 3, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages ("Class Action Complaint") in the Action.

On September 7, 2023, Plaintiff filed a Complaint for Enforcement Action under the Private Attorney's General Act, Cal. Labor Code §§2698 *et seq*. ("PAGA Complaint") in the action entitled *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles County Case No. 23STC21468 ("PAGA Action")(together with the Action, the "Actions"), thereby commencing a putative representative PAGA action against Defendant.

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 the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

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 [Date of Preliminary Approval], 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 Alesia Williams as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Patricia J. Van Ert
Annabel Blanchard
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 Actions 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 Two Million Seven Hundred Fifty Thousand Dollars and Zero Cents ($2,750,000.00) (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., $962,500), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty-Five Thousand Dollars ($45,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars ($10,000) to Plaintiff for her services in the Actions; (3) the amount of One Hundred Thirty-Three Thousand Three Hundred Forty Dollars ($133,340) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% ($100,005) ("LWDA Payment") and the remaining 25% ($33,335) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Forty Thousand Dollars ($40,000) 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 the number of pay periods each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period ("Pay Periods"). The Settlement Administrator has divided the Net Settlement Amount by the Pay Periods of all Class Members to yield the "Estimated Pay Period Value," and multiplied each Class Member's individual Pay Periods by the Estimated Pay Period 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 or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% 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 June 22, 2022 through January 23, 2025 (i.e., the Class Period and the PAGA Period), you are credited as having worked [_____] Pay Periods.**

If you wish to dispute the 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 (*Alesia Willliams v. Altamed Health Services Corp.,* Los Angeles County Superior, Case No. 23STCV15413); (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 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 [Response Deadline]**.

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 Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $___________. 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 $___________ 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 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 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, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Class Action Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide complaint 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 Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et. seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the PAGA Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide complaint meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders.

"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., $962,500) and reimbursement of litigation costs and expenses in an amount not to exceed Forty-Five Thousand Dollars ($45,000) (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 ($10,000) ("Enhancement Payment), in recognition of her services in connection with the Actions. 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 her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement. Plaintiff and Defendant have also executed a separate individual settlement agreement related to Plaintiff's individual claims (which are not wage-and-hour claims) against Defendant. Under the separate individual settlement agreement, Plaintiff is entitled to receive a gross settlement payment of $40,000. That amount will be paid by Defendant separately and in addition to the Gross Settlement Amount in III.A.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Forty Thousand Dollars ($40,000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing 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:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Alesia Williams v. Altamed Health Services Corp.*, Los Angeles County Superior Court Case No. 23STCV15413); (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 [Response Deadline]**.

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 (*Alesia Williams v. Altamed Health*

Services Corp., Los Angeles County Superior County Court Case No. 23STCV15413); (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 [Response Deadline]**.

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 12 of the Los Angeles County Superior Court, located at, 111 North Hill St, Los Angeles, California 90012 [**date**], at [**time**], 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 find more information regarding appearing remotely through LA Court Connect online at: https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci

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 Actions by visiting the Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: https://www.lacourt.org/casesummary/ui/

You may also visit the Settlement Administrator's website at ____________ 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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.