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BAYRON GONZALEZ AGUILAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BAYRON GONZALEZ AGUILAR, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General;

Plaintiff

vs.

ALAMITOS RIDGE HEALTHCARE LLC, a California limited liability company; and DOES 2 through 50, inclusive;

Defendants

Case No.: 23STCV18524

Assigned for all purposes to Hon. David S. Cunningham III, Dept. 11

DECLARATION OF TARUS DANCY ON BEHALF OF APEX CLASS ACTION, LLC, IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

I, Tarus Dancy, declare as follows:

1. I am a resident of the United States of America and 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 *Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC* matter. On behalf of both Apex and myself, I possess the 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 Class Action'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 Class Action 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 claims 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 Proposed Class And Paga Action Settlement,* in English and Spanish (referred to as "Notice"); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) 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 April 1, 2026, Counsel for the Plaintiff 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 November 20, 2025, Counsel for the Defendants provided Apex with the Class Data list, comprising the names, Social Security numbers, last known mailing addresses, and dates worked for Defendants during the Class Period and PAGA Period for 493 individuals. Apex reviewed & cleansed the data for duplicates, discrepancies, and any potential missing information. Apex identified several discrepancies, including individuals whose employment dates fell outside the Class Period, missing information for the Class Representative, inconsistent hire and termination dates, a potential duplicate record, and several individuals for whom address information was not initially provided. Apex worked with Defendant to resolve these discrepancies before finalizing the Class List. The Class List consisted of a total of 484 individuals.

6. Pursuant to Paragraph 40 of the Settlement Agreement, Defendant estimated 16,374 Workweeks during the Class Period and provided that, if the actual number of Workweeks increased by more than 10%, the Gross Settlement Amount would be increased on a pro-rata basis by the percentage increase above 10%. Based on the final Class Data, the total number of Workweeks was 18,030.16, or approximately 110.11% of the estimated Workweeks, exceeding the 110% threshold of 18,011 Workweeks. Accordingly, the escalator clause was triggered by approximately 0.11%, resulting in an increase of $807.73 to the Gross Settlement Amount. The original Gross Settlement Amount of $705,000.00 was therefore increased to $705,807.73.

7. In preparation for the mailing process, all 484 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 Settlement 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 Counsel for Defendants was used for the mailing of the Class Notice.

8. On April 30, 2026, the Class Notice was sent to all 484 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

9. As of the date of this declaration, our office has received 38 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 38 returned Class Notices in an attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip-trace effort resulted in obtaining 23 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class Mail.

10. As of the date of this declaration, 15 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)

11. The Response Deadline was June 29, 2026. An extended Response Deadline for Class Members who received a remailed notice was July 14, 2026.

12. As of the date of this declaration, Apex has received one (1) Request for Exclusion from Maureen Lancefield Morgan-Baldwin. The deadline for submitting a request for exclusion from the Settlement was June 29, 2026.

13. As of the date of this declaration, Apex has not received any objections to the Settlement. The deadline for submitting a written objection to the Settlement was June 29, 2026.

14. As of the date of this declaration, Apex has not received any disputes from Class Members. The deadline for submitting a dispute was June 29, 2026.

15. As of the date of this declaration, Apex will report 483 Participating Class Members, constituting 99.79% of the Settlement Class.

ALLOCATION OF GROSS SETTLEMENT AMOUNT

16. The total number of workweeks worked by Participating Class Members during the Class Period is 17,961.30. The Net Settlement Amount available to Participating Class Members is estimated to be $397,470.02 and was calculated by subtracting the requested attorneys' fees ($235,000.00), the amount

requested for litigation costs and expenses ($16,337.71), the requested Enhancement Payment ($7,500.00), the requested Settlement Administration Costs ($9,500.00), and the PAGA Penalties ($40,000.00) from the Gross Settlement Amount ($705,807.73).

17. The *highest* Individual Settlement Payment to a Participating Class Member is currently estimated to be approximately $2,554.38, the *average* Individual Settlement Payment is currently estimated to be approximately $822.92, and the *lowest* Individual Settlement Payment is currently estimated to be approximately $3.10. These amounts are subject to employee-side tax and withholdings.

18. Pursuant to the Agreement, 25% of the PAGA Payment ($10,000.00) will be allocated to Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees cannot opt out of the PAGA settlement. There are 428 Aggrieved Employees who worked a total of 14,730.00 Pay Periods during the PAGA Period.

19. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately $60.42, the *average* Individual PAGA Payment is approximately $23.36, and the *lowest* Individual PAGA Payment is approximately $0.68.

ADMINISTRATION COSTS

20. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $9,500.00. 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.

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 this Declaration was executed this 30th day of September 2026, in Irvine, California.

Tarus Dancy

Tarus Dancy

EXHIBIT A

Aguilar v. Alamitos Ridge Healthcare, LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «Apex_ID» «Tray_PC»
«Full_Name»
«Address_1»
«City», «State» «Zip»

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT
Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC
Los Angeles County Superior Court Case No. 23STCV18524

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former non-exempt employees of Defendant Alamitos Ridge Healthcare, LLC ("Defendant") in the state California who worked in California at any time between August 1, 2022, and October 17, 2024.**

BASIC INFORMATION

1. What is this settlement about?

Plaintiff Bayron Gonzalez Aguilar ("Plaintiff") filed a class action lawsuit against Defendant Alamitos Ridge Healthcare, LLC., entitled Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC., Los Angeles County Superior Court Case No. 23STCV18524 on August 4, 2023. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). Defendant denies all alleged violations and deny that they owe Class Members any monies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people, called the Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (the "Court") is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On March 23, 2026, the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed their attorneys at Protection Law Group LLP as counsel for the Class ("Class Counsel").

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee who worked for Defendant in California at any time between August 1, 2022, and October 17, 2024.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Seven Hundred Five Thousand Eight Hundred Seven Dollars and Seventy-Three Cents ($705,807.73) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Amount or Two Hundred and Thirty-Five Thousand Dollars and Zero Cents ($235,000.00);

B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00);

C. **Enhancement Payment to the Class Representative** in an amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00);

D. **Settlement Administration Costs** which are currently estimated to be Nine Thousand Five Hundred Dollars and Zero Cents ($9,500.00); and

E. **PAGA Penalties** in the amount of Forty Thousand Dollars and Zero Cents ($40,000.00) for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount ($30,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) ($10,000.00) will be distributed to current and former non-exempt employees of Defendant in California who worked for Defendant in California at any time between February 5, 2023, and October 17, 2024.

The amount you are eligible to receive from the settlement, your "Individual Settlement Payment" will be determined on a *pro rata* basis, based on the number of weeks you worked in California as non-exempt employee of Defendant between August 1, 2022, October 17, 2024**.** ("Workweeks"). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as ten percent (10%) wages, forty-five percent (45%) interest and forty-five percent (45%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked «Class_Workweeks» workweeks during the class period. Your Individual Settlement Payment is $«Est_Class_PMT» ((Settlement Class Member's Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.

You worked «PAGA_Pay_Periods» workweeks during the PAGA period. Your Individual PAGA Payment is $«Est_PAGA_PMT» ((PAGA Class Member's Qualifying Workweeks during the PAGA Period ÷ All Qualifying Workweeks during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendant's record of your employment between August 1, 2022, and October 17, 2024, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by June 29, 2026. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
Telephone: 1-800-355-0700
Email: support@apexclassaction.com

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" and "Released PAGA Claims" that accrued during the "Class Period."

The "Released Parties" means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, debts, rights, demands, liabilities, obligations and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaint and First Amended Complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices pursuant to Business and Professions Code section 17200 et. seq.

"Released PAGA Claims" means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff's August 4, 2023 LWDA Letter, the January 2, 2024 LWDA Letter, the Complaint, and the First Amended Complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226, 226.3, 1174.5, 1197.1, 558, and 2699. The Released PAGA Claims also includes a release from the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA period).

The "Class Period" during which the release of Released Class Claims pertains is from August 1, 2022, and October 17, 2024.

The "PAGA Period" during which the release of Released PAGA Claims pertains is from February 5, 2023, and October 17, 2024.

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the Class and the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: "I wish to exclude myself from the class settlement reached in the matter of "*Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC*, filed in the Los Angeles County Superior Court, Case No. 23STCV18524, I understand that by excluding myself, I will not receive money from the settlement of my individual claims."

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by June 29, 2026. You cannot exclude yourself by phone or any means other than those described in this Notice.

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
Telephone: 1-800-355-0700
Email: support@apexclassaction.com

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Protection Law Group, LLP, as Class Counsel. These attorneys contact information is set forth below:

PROTECTION LAW GROUP LLP
Heather Davis, Esq.
Amir Nayebdadash, Esq.
D. Luke Clapp, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to $235,000.00 and reimbursement of litigation cost/expenses of up to $30,000.00. This amount is subject to Court approval and the Court may award less than the requested amount.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than June 29, 2026. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 10:00 a.m. on October 29, 2026, at the Los Angeles County Superior Court located in the 312 North Spring Street, Los Angeles, California 90012 in Department 11. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

The Court's Order and Judgment approving the settlement, whether favorable or not, will bind all members who do not request exclusion.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.apexclassaction.com/alamitosridgehealthcare.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the Released Parties about the Released Class Claims or Release PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.apexclassaction.com/alamitosridgehealthcare or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA Y DE PAGA

Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC

Caso Número 23STCV18524, Tribunal Superior del Condado de Los Ángeles

ESTE ES UN AVISO AUTORIZADO POR UN TRIBUNAL. NO ES UNA SOLICITUD.
LEA ESTE AVISO DETENIDAMENTE.
SUS DERECHOS LEGALES SE VEN AFECTADOS TANTO SI ACTÚA COMO SI NO LO HACE.

Para: **Todos los empleados actuales y pasados no exentos de Alamitos Ridge Healthcare, LLC ("Demandado") que trabajaron en California en cualquier momento entre el 1 de agosto de 2022 y el 17 de octubre de 2024.**

INFORMACIÓNBÁSICA

1. ¿De qué trata este acuerdo?

Bayron Gonzalez Aguilar ("Demandante") presentó el 4 de agosto de 2023 una demanda colectiva contra el Demandado Alamitos Ridge Healthcare, LLC., la cual ha sido titulada Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC., Caso Número 23STCV18524 del Tribunal Superior del Condado de Los Ángeles. La demanda alega que el Demandado violó secciones del Código Laboral y del Código de Negocios y Profesiones de California. En concreto, el Demandante alega que el Demandado no proporcionó períodos de descanso y comida conformes a la normativa ni pagó las primas correspondientes por dichos descansos, no pagó adecuadamente las horas extras a los empleados ni el salario mínimo por todo el tiempo trabajado, no proporcionó recibos de nómina precisos, no pagó puntualmente todos los salarios durante el empleo ni todos los salarios adeudados al finalizar el mismo, no reembolsó a los empleados los gastos comerciales necesarios, no mantuvo registros precisos y mantuvo prácticas comerciales desleales. El acuerdo también busca recuperar las sanciones impuestas en virtud de la Ley de Acción Privada del Fiscal General de California ("PAGA"). El Demandado niega todas las presuntas infracciones y no tiene deber alguno hacia los Miembros de Clase. El Tribunal no se ha pronunciado sobre el fondo del asunto.

2. ¿Por qué se trata de una demanda colectiva?

En una demanda colectiva, una o más personas, denominadas Representantes de Clase (en este caso, el Demandante), presentan una demanda en nombre de personas que parecen tener reclamaciones similares. A todas estas personas se les denomina Miembros de Clase. En una demanda colectiva, un solo tribunal resuelve los problemas de todos los Miembros de Clase en una sola demanda, salvo los que se excluyen de ella. El Tribunal Superior del Condado de Los Ángeles (el "Tribunal") está a cargo de esta demanda colectiva.

3. ¿Por qué hay un acuerdo?

El Tribunal no ha fallado a favor del Demandante ni del Demandado. En cambio, ambas partes acordaron una conciliación que se resume en la Estipulación Conjunta de Acuerdo de Demanda Colectiva y de PAGA ("Acuerdo" o "Conciliación"). El 23 de marzo de 2026, el Tribunal otorgó la aprobación preliminar del Acuerdo, designó al Demandante como Representante de Clase y designó a sus abogados de Protection Law Group LLP como asesores legales de la Clase ("Abogados de Clase").

El Tribunal aún no ha decidido si aprobará el acuerdo. En cambio, el Tribunal solo ha determinado que el acuerdo se encuentra dentro del rango que podría aprobarse y, por lo tanto, debe notificarse a los Miembros de Clase. El Tribunal tomará la decisión final sobre si aprueba o no el acuerdo en la Audiencia de Aprobación Definitiva.

¿QUIÉNES PARTICIPAN EN EL ACUERDO?

4. ¿Cómo sé si formo parte del acuerdo?

Usted forma parte del Acuerdo y es Miembro de Clase si es un empleado actual o pasado no exento que haya trabajado para el Demandado en California en cualquier momento entre el 1 de agosto de 2022 y el 17 de octubre de 2024.

BENEFICIOS DEL ACUERDO: LO QUE OBTIENE

5. ¿Qué ofrece el acuerdo?

El Acuerdo establece que el Demandado pagará un máximo de setecientos cinco mil ochocientos siete dólares con setenta y tres centavos ($705,807.73) ("Monto Bruto del Acuerdo"). Esto incluye todos los costos y honorarios de los Abogados de Clase.

El "Monto Neto del Acuerdo" es la parte del Monto Bruto del Acuerdo que estará disponible para su distribución entre los Miembros de Clase que no presenten solicitudes de exclusión válidas y oportunas a cambio de la renuncia a sus reclamaciones colectivas. El Monto Neto del Acuerdo es el Monto Bruto del Acuerdo menos las siguientes cantidades (que están sujetas a la aprobación del Tribunal):

A. **Los Honorarios de los Abogados de Clase** no excederán un tercio (1/3) de dicho monto o doscientos treinta y cinco mil dólares con cero centavos ($235,000.00);

B. **Los Costos/Gastos de Litigio para los Abogados de Clase** no excederán los treinta mil dólares con cero centavos ($30,000.00);

C. **Pago de Incentivo al Representante de Clase** por un monto de siete mil quinientos dólares con cero centavos ($7,500.00);

D. **Costos de Administración del Acuerdo** que actualmente se estiman en nueve mil quinientos dólares con cero centavos ($9,500.00); y

E. **Sanciones de PAGA** por la cantidad de cuarenta mil dólares y cero centavos ($40,000.00) para la liquidación de reclamaciones derivadas de la Ley de Acción Privada del Fiscal General de 2004 (PAGA). El setenta y cinco por ciento (75%) de esta cantidad ($30,000.00) se pagará a la LWDA. El veinticinco por ciento restantes (25%) ($10,000.00) se distribuirá entre los empleados actuales

y pasados no exentos que trabajaron para el Demandado en California en cualquier momento entre el 5 de febrero de 2023 y el 17 de octubre de 2024.

La cantidad que tiene derecho a recibir del acuerdo, su "Pago Individual de Acuerdo", se determinará de forma *proporcional*, en función del número de semanas que trabajó en California como empleado no exento del Demandado entre el 1 de agosto de 2022 y el 17 de octubre de 2024 **.** ("Semanas laborales"). Su Pago Individual del Acuerdo incluye tanto su parte estimada del Monto Neto del Acuerdo como, si cumple con los requisitos, su parte del Pago de PAGA.

Este pago se prorrateará como el diez por ciento (10%) de los salarios, interés del cuarenta y cinco por ciento (45%) y sanciones por el cuarenta y cinco por ciento (45%). La parte correspondiente al salario del Pago Individual de Clase estará sujeta a retención de impuestos para el empleado, y se informará en el Formulario W-2. Los impuestos sobre la nómina a cargo del empleador se pagarán por separado y además del Monto Bruto del Acuerdo. Las sanciones y los intereses correspondientes a su Pago Individual de Clase no estarán sujetos a ninguna retención y se declararán en un Formulario 1099 del IRS.

Su Pago Individual de PAGA se prorrateará como sancione al cien por ciento (100%). La parte correspondiente a las sanciones de su Pago Individual de PAGA no estará sujeta a ninguna retención y se informará en el Formulario 1099 del IRS.

Trabajó «Class_Workweeks» semanas laborales durante el período de clase. Su Pago Individual del Acuerdo es de $«Est_Class_PMT» ((Semanas Laborales Calificadas del Miembro de Clase del Acuerdo ÷ Todas las Semanas Laborales Calificadas) x Monto Neto del Acuerdo). Esta cantidad es una estimación y está sujeta a cambios.

Trabajó «PAGA_Pay_Periods» semanas laborales durante el período de PAGA. Su Pago Individual de PAGA es de $«Est_PAGA_PMT» ((Semanas Laborales Calificadas del Miembro de Clase de PAGA durante el Período de PAGA ÷ Todas las Semanas Laborales Calificadas durante el Período de PAGA) x Parte del Empleado de las Sanciones de PAGA). Esta cantidad es una estimación y está sujeta a cambios.

Esta cantidad se determinó con base en el registro del Demandado sobre su empleo entre el 1 de agosto de 2022 y el 17 de octubre de 2024 y se presume correcta. Si impugna la veracidad de los registros del Demandado en cuanto al número de semanas trabajadas durante el Período de Clase o el Período de PAGA, debe proporcionar su dirección actual, número de teléfono, los últimos cuatro dígitos de su Número de Seguro Social o ID de Empleado completo, y cualquier documentación (es decir, registros de nómina o de control de tiempo y recibos de pago) que tenga para respaldar dicha impugnación a más tardar el 29 de junio de 2026. Todas las impugnaciones relacionadas con sus semanas laborales serán resueltas y decididas por el Administrador del Acuerdo tras consultar con las Partes. Sin embargo, el Tribunal revisará la decisión inicial del Administrador del Acuerdo y podría revocarla. A continuación, se detalla la información de contacto:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
Teléfono: 1-800-355-0700
Correo electrónico: support@apexclassaction.com

CÓMO RECIBIR UN PAGO DEL ACUERDO

6. ¿Cómo puedo recibir un pago?

No es necesario que haga nada para recibir el pago de la parte que le corresponde del Acuerdo.

7. ¿A qué renuncio si no solicito ser excluido del Acuerdo?

Una vez que el Tribunal apruebe definitivamente este Acuerdo de Conciliación y el Demandado abone el Monto Bruto del Acuerdo al Administrador, los Miembros de Clase Participante liberarán y exonerarán completamente a las "Partes Liberadas" de todas y cada una de las "Reclamaciones Exoneradas de Clase" y de las "Reclamaciones Exoneradas de PAGA" que se hayan acumulado durante el "Período de Clase".

Las "Partes Liberadas" se refieren al Demandado y sus funcionarios, directores, miembros, gerentes, agentes, representantes, abogados, aseguradoras, socios, inversionistas, accionistas, administradores, empresas matrices, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios y socios en empresas conjuntas, pasados, presentes y/o futuros, directos y/o indirectos.

Las "Reclamaciones Exoneradas de Clase" significan todas las reclamaciones, deudas, derechos, demandas, responsabilidades, obligaciones y causas de acción que se alegan, o que razonablemente podrían haberse alegado, con base en los hechos alegados en la Demanda operativa y la Primera Demanda Enmendada, incluidas las reclamaciones de hecho con respecto a lo alegado por el Demandado: (i) falta de pago de todos los salarios regulares, salarios mínimos y salarios por horas extras adeudados; (ii) falta de proporcionar períodos de comida o compensación en lugar de los mismos; (iii) falta de proporcionar períodos de descanso o compensación en lugar de los mismos; (iv) falta de reembolso de los gastos comerciales necesarios; (v) falta de proporcionar estados de cuenta de salarios completos y precisos; (vi) falta de pago de salarios a tiempo al momento de la terminación o renuncia; (vii) falta de pago oportuno de salarios durante el empleo; y (viii) prácticas comerciales desleales de conformidad con la sección 17200 y sig., del Código de Negocios y Profesiones.

"Reclamaciones Exoneradas de PAGA" significa todas las reclamaciones de sanciones civiles bajo la Ley de Acción Privada del Fiscal General del Código Laboral de California de 2004 por sanciones civiles que podrían haberse basado en los hechos alegados en la Carta LWDA del Demandante del 4 de agosto de 2023, la Carta LWDA del 2 de enero de 2024, la Demanda y la Primera Demanda Enmendada, incluidas, pero no limitadas, las sanciones que podrían haberse otorgado de conformidad con las secciones 210, 226, 226.3, 1174.5, 1197.1, 558 y 2699 del Código Laboral. Las Reclamaciones Liberadas de PAGA también incluyen una liberación del Estado de California (en la medida en que el Demandante tenga permitido proporcionar dicha liberación del Estado de California durante el Período de PAGA).

El "Período de Clase" durante el cual se aplica la liberación de las Reclamaciones Exoneradas de Clase es desde el 1 de agosto de 2022 hasta el 17 de octubre de 2024.

El "Período de PAGA" al que se refiere la liberación de las Reclamaciones Exoneradas de PAGA es del 5 de febrero de 2023 al 17 de octubre de 2024.

Todos los Miembros de PAGA deberán liberar las reclamaciones derivadas de PAGA, independientemente de si presentan una solicitud de exclusión, ya que dicha solicitud no se aplica a estas reclamaciones.

EXCLUSIÓN DE LA LIBERACIÓN DE RECLAMACIONES NO PAGA

Si desea conservar el derecho a demandar o continuar demandando al Demandado respecto de las Reclamaciones Exoneradas de Clase, deberá presentar una solicitud de exclusión de conformidad con los requisitos establecidos en el presente documento. Si se excluye, no recibirá ningún pago del Monto Neto del Acuerdo. Sin embargo, si reúne los requisitos, seguirá recibiendo un pago equivalente a su porción *proporcional* estimada del Pago de PAGA, ya que la Solicitud de Exclusión no se aplica a esta reclamación.

8. ¿Cómo no participar en el Acuerdo?

Para excluirse de la Clase y de la liberación de las Reclamaciones Exoneradas de Clase, debe presentar una solicitud de exclusión por escrito. Esta solicitud debe incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social y/o de su número de ID de empleado. Su solicitud de exclusión también debe incluir una declaración clara de que no desea ser incluido en esta demanda, como la siguiente: "Deseo excluirme del acuerdo colectivo alcanzado en el asunto de "*Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC"*, presentado en el Tribunal Superior del Condado de Los Ángeles, Caso Número 23STCV18524. Entiendo que, al excluirme, no recibiré dinero del acuerdo de mis reclamaciones individuales".

Su solicitud de exclusión debe enviarse por correo al Administrador del Acuerdo a la dirección que figura a continuación, con sello postal a más tardar el 29 de junio de 2026. No podrá excluirse por teléfono ni por ningún otro medio distinto del descrito en este Aviso.

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Si usted solicita ser excluido, no recibirá el pago de ninguna parte del Monto Neto del Acuerdo y no podrá oponerse al mismo. Usted no estará legalmente obligado por la liberación de las Reclamaciones Exoneradas de Clase.

9. Si no me excluyo, ¿puedo demandar al Demandado por lo mismo más adelante?

No. A menos que presente una solicitud de exclusión, renuncia al derecho de demandar al Demandado y a las Partes Liberadas por las Reclamaciones Exoneradas de Clase. Si tiene una demanda pendiente relacionada con las Reclamaciones Exoneradas de Clase, hable de inmediato con su abogado al respecto.

10. Si me excluyo, ¿puedo recibir dinero de este acuerdo?

No recibirá dinero por las reclamaciones colectivas. Si reúne los requisitos, usted seguirá recibiendo su parte del pago de PAGA, ya que la solicitud de exclusión no se aplica a esta reclamación.

LOS ABOGADOS QUE LE REPRESENTAN

11. ¿Tengo un abogado en este caso?

El Tribunal ha aprobado a Protection Law Group, LLP como los Abogados de Clase. La información de contacto se detalla a continuación:

PROTECTION LAW GROUP LLP
Heather Davis.
Amir Nayebdadash.
D. Luke Clapp.
149 Sheldon Street
El Segundo, California 90245
Teléfono: (424) 290-3095

Los Abogados de Clase solicitarán al Tribunal el pago de honorarios por un monto de hasta $235,000.00 y el reembolso de los costos/gastos del litigio por un monto de hasta $30,000.00. Esta cantidad está sujeta a la aprobación del Tribunal, que podrá fijar una cantidad inferior a la solicitada.

OBJECIÓN AL ACUERDO

Puede oponerse al Acuerdo o a alguna parte del mismo.

12. ¿Cómo le comunico al Tribunal que quiero objetar al acuerdo?

Si usted es Miembro de Clase, puede oponerse al Acuerdo y exponer los motivos por los que considera que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta su opinión. Para presentar una objeción, deberá enviarla por correo al Administrador del Acuerdo a más tardar el 29 de junio de 2026. Su objeción debe incluir su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de

Seguro Social o de identificación de empleado, y el motivo específico de su objeción. Aunque no presente una objeción a tiempo, aún puede presentarla verbalmente en persona o a través de su abogado en la Audiencia de Aprobación Definitiva.

13. ¿Cuál es la diferencia entre objetar y excluirse?

Presentar una objeción consiste simplemente en comunicarle al Tribunal que hay algo del Acuerdo que no le gusta. Solo puede objetar si permanece en la Clase. Excluirse a sí mismo significa indicar al Tribunal que no desea formar parte del Acuerdo. Si se excluye, no tiene fundamento para objetar porque el caso ya no le afecta. Si se presentan una solicitud de exclusión y una objeción, la solicitud de exclusión prevalecerá y usted perderá cualquier derecho a oponerse al Acuerdo y no estará sujeto a ninguno de sus términos.

La presentación oportuna de su impugnación, objeción por escrito y solicitud de exclusión se determinará únicamente en función de la fecha o fechas del sello postal. Cualquier impugnación extemporánea, objeción por escrito o solicitud de exclusión podría no ser considerada. Sin embargo, incluso si no presenta una objeción a tiempo, aún puede presentar una objeción verbal en persona o a través de su abogado en la Audiencia de Aprobación Definitiva.

LA AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL

El Tribunal celebrará una audiencia para decidir si otorga la aprobación definitiva del acuerdo ("Audiencia de Aprobación Definitiva"). Puede asistir, pero no es obligatorio.

14. ¿Cuándo y dónde decidirá el Tribunal si aprueba el acuerdo?

El Tribunal celebrará la Audiencia de Aprobación Definitiva a las 10:00 a. m., el 29 de octubre de 2026, en el Departamento 11 del Tribunal Superior del Condado de Los Ángeles, ubicado en 312 North Spring Street, Los Ángeles, California 90012. Esta audiencia podrá reprogramarse sin previo aviso a los Miembros de Clase.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si otorga la aprobación definitiva del mismo. Si existen objeciones, el Tribunal las tendrá en cuenta.

La Orden y Sentencia del Tribunal que apruebe el acuerdo, sea favorable o no, será vinculante para todos los miembros que no soliciten su exclusión.

15. ¿Debo asistir a la audiencia?

No. Si acepta el Acuerdo, no tiene que comparecer ante el Tribunal para hablar de ello. Sin embargo, puede asistir. También puede contratar a su propio abogado para que asista en su nombre.

16. ¿Cómo sabré si el acuerdo fue aprobado?

Se publicará un aviso de la sentencia firme en el sitio web del Administrador del Acuerdo, en www.apexclassaction.com/alamitosridgehealthcare.

SI NO HACE NADA

17. ¿Qué sucede si no hago absolutamente nada?

Si no hace nada, recibirá su parte del Acuerdo y liberará las Reclamaciones Exoneradas de Clase y las de PAGA. Usted no podrá iniciar, continuar ni ser parte de ninguna otra demanda contra el Demandado o las Partes Liberadas en relación con las Reclamaciones Exoneradas de Clase o las Reclamaciones Exoneradas de PAGA, nunca más. Su Pago Individual del Acuerdo le será enviado por correo y seguirá siendo válido y negociable durante 180 días. Si no cobra su cheque dentro de los 180 días a partir de la fecha del cheque, los fondos no cobrados se distribuirán al Contralor del Estado de California para ser retenidos, de conformidad con la Ley de Propiedad No Reclamada, Código Civil de California, §1500 y sig., en beneficio de aquellos Miembros de Clase Participante y de los Miembros de PAGA que no cobraron sus cheques hasta el momento en que reclamen su propiedad.

Si pierde su cheque o lo recibe dañado, contacte al Administrador del Acuerdo.

MÁS INFORMACIÓN

18. ¿Cómo obtener más información?

Este Aviso resume el Acuerdo propuesto. En el Acuerdo de Conciliación se ofrecen más detalles. Puede obtener una copia del Acuerdo de Conciliación consultándolo en el sitio web del Administrador del Acuerdo en www.apexclassaction.com/alamitosridgehealthcare o contactando al Administrador del Acuerdo o a los Abogados de Clase.

¿QUÉ PASA SI MI INFORMACIÓN CAMBIA?

19. ¿Qué sucede si mi información de contacto cambia?

Es su responsabilidad informar al Administrador del Acuerdo de su información actualizada para garantizar la recepción de los pagos del Acuerdo o de las comunicaciones relacionadas con este asunto. Puede actualizar su información de contacto comunicándose con el Administrador del Acuerdo.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO DEL TRIBUNAL NI AL JUEZ.