BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

YESSENIA ALEMAN, on behalf of herself and all others similarly situated,

Plaintiff,

v.

ADAPTHEALTH, LLC., a Delaware Limited Liability Company; and DOES 1-50, inclusive.

Defendants.

Case No. 37-2024-00001567-CU-OE-CTL

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

Date: December 4, 2026
Time: 9:10 a.m.

Judge: Hon. Judy S. Bae
Dept.: C-62

I, Nathalie Beltran, 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 ILYM Group, Inc., (herein after referred to as "ILYM Group"), 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 *Aleman v. Adapthealth, LLC,* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

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

3. ILYM Group 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. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* (referred to as "Notice Packet"); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members' disputes over the number of workweeks Defendant has record of them working during the Class Period, which was pre-printed on their individualized Notice Packet; (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) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On June 1, 2026, ILYM Group received the Court approved text for the Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet, which was approved by the Parties' Counsel prior to mailing.

5. On July 6, 2026, ILYM Group received the class data file from Counsel for Defendant, which contained the name, personnel number, Social Security number, last known mailing address, last known telephone number, class workweek counts and employment dates for each Settlement Class Member. The data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class Data contained 531 individuals with 32,781 Workweeks during the Class Period and 531 Aggrieved Employees with 16,514 Pay Periods during the PAGA period. The Class Period is May 1, 2023 through June 20, 2025, and the PAGA Period is May 1, 2023 through June 20, 2025.

6. As part of the preparation for mailing, all 531 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

7. On July 31, 2026, the Notice Packet was mailed, via U.S First Class Mail, to all 531 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

8. As of the date of this declaration, 24 Notice Packets have been returned to our office as undeliverable. ILYM Group performed a computerized skip trace on the 24 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. As a result of this skip trace, 24 updated addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

9. As of the date of this declaration, a total of 24 Notice Packets have been re-mailed as a result of ILYM Group's skip tracing efforts.

///

10. As of the date of this declaration, ILYM Group has received two valid and timely requests for exclusion. The initial deadline to request exclusion from the Settlement was September 14, 2026.

11. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The initial deadline to submit a written objection was September 14, 2026, extended to September 28, 2026 for Class Members whose Notice Packets were re-mailed. Participating Class Members may also present oral objections at the Final Approval Hearing.

12. As of the date of this declaration, ILYM Group reports a total of 529 Participating Class Members, representing 99.62% of the 531 Settlement Class Members.

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

Gross Settlement Fund	**$**	**420,000.00**
Attorney Fees	$	140,000.00
Attorney Costs/Expenses	$	23,033.00
Enhancement Award - Yessenia Aleman	$	10,000.00
ILYM Group Fees	$	7,500.00
LWDA	$	15,000.00
Aggrieved Employees	$	5,000.00
Net Settlement Fund (estimated)	**$**	**219,467.00**

To determine a Participating Class Member's individual settlement award payment, the Net Settlement Fund will be divided by the total number of workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of $414.87, with the estimated highest gross payment

being $753.81, and the estimated lowest gross payment being $6.73. The total number of Workweeks attributable to the 529 Participating Class Members, excluding the two Non-Participating Class Members, is 32,608. The amounts otherwise attributable to the two Non-Participating Class Members remain in the Net Settlement Fund for pro rata distribution to Participating Class Members.

14. Pursuant to the Agreement, 25% of the $20,000.00 PAGA allocation ($5,000.00) will be distributed to all 531 Aggrieved Employees, including the two who opted out of the Class Settlement. To determine an Aggrieved Employee's individual PAGA settlement award payment, the PAGA Allocated to Aggrieved Employees will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, multiplied by the number of pay periods worked by that Aggrieved Employee. Based on these calculations, the Aggrieved Employees will receive an estimated average gross payment of $9.42, with the estimated highest gross payment being $16.96, and the estimated lowest gross payment being $0.30.

15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $7,500.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform. Individual Class Payments and Individual PAGA Payments will be mailed automatically, without requiring a claim form, within ten days after Defendant funds the Gross Settlement Amount. Employer-side payroll taxes will be paid separately by Defendant. Each check will display a void date at least 180 days after mailing. Funds represented by uncashed and canceled checks will be submitted to the California Controller's Unclaimed Property Fund in each recipient's name, in accordance with the Settlement. No settlement funds will revert to Defendant.

///

///

///

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 4th day of November 2026, at Tustin, California.

Nathalie Beltran
NATHALIE BELTRAN

EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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

(*Yessenia Aleman v. AdaptHealth, LLC*
Case No. 37-2024-00001567-CU-OE-CTL)

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

You may be eligible to receive money from an employee class action and PAGA lawsuit ("Action") against AdaptHealth, LLC and its affiliated companies ("AdaptHealth") for alleged wage and hour violations. The Action was filed by a former AdaptHealth employee, Yessenia Aleman ("Plaintiff") and seeks payment of (1) back pay and premium wages, statutory penalties, and interest for a class of non-exempt and/or hourly-paid employees who work or worked for AdaptHealth in California during the Class Period (May 1, 2023 through June 20, 2025) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt hourly employees who work or worked for AdaptHealth in California during the PAGA Period (May 1, 2023 through June 20, 2025 ("PAGA Members").

Based on AdaptHealth's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $«Class_Estimated_Settlement_Amount» (less withholding) and your Individual PAGA Payment is estimated to be $«PAGA_Estimated_Settlement_Amount».** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on AdaptHealth's records showing that **you worked «Class_Work_Weeks» workweeks** during the Class Period and **you worked «PAGA_Pay_Periods» pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires AdaptHealth to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against AdaptHealth. You may attend the Final Approval Hearing on December 4, 2026 at 9:10 a.m. in Courtroom C-62 in the San Diego Central Hall of Justice Courthouse, located at 330 W. Broadway, San Diego, California 92101 and be heard by the Court.

ADAPTHEALTH WILL NOT RETALIATE AGAINST YOU IN ANY MANNER FOR ANY ACTION YOU TAKE WITH RESPECT TO THIS SETTLEMENT.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against AdaptHealth that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is September 14, 2026.**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. AdaptHealth must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by September 14, 2026.**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the Final Approval Hearing December 4, 2026.	The Court's Final Approval Hearing is scheduled to take place on December 4, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by September 14, 2026.**	The amount of your Individual Class Payment and Individual PAGA Payment depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to AdaptHealth's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 14, 2026. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former AdaptHealth employee. The Action alleged the following claims against AdaptHealth on behalf of Class Members: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay all sick time; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; (8) unfair competition; and (9) civil penalties under PAGA. Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel.")

AdaptHealth strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether AdaptHealth or Plaintiff is correct on the merits. Plaintiff and AdaptHealth negotiated an agreement ("Agreement") to settle the case rather than continuing the expensive and time-consuming process of litigation. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, AdaptHealth does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. AdaptHealth Will Pay $420,000 as the Gross Settlement Amount (Gross Settlement). AdaptHealth has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, AdaptHealth will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to $140,000 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000 as a Class Representative Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to $7,500 will be paid to the Administrator for services administering the Settlement.

D. Up to $20,000 for PAGA Penalties, 75% allocated to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and AdaptHealth are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms issued to Participating Class Members. AdaptHealth will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather

than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than September 14, 2026, that you wish to opt-out ("Response Deadline"). The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the September 14, 2026 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's first and last name, home address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. The Request for Exclusion must be postmarked by the Response Deadline to be considered timely. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against AdaptHealth.

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

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

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and AdaptHealth has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against AdaptHealth or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

In consideration for their awarded Individual Class Payment, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members release all claims against AdaptHealth and the Released Parties that were or reasonably could have been alleged arising out of or related to the same operative facts and/or legal theories set forth in the Operative Complaint and/or PAGA Notice that arose during the Class Period, including but not limited to alleged failure to pay minimum and overtime wages (and interest thereon), failure to pay for all hours worked (including off-the-clock work), failure to pay wages at the proper regular rate of pay, failure to provide meal periods and authorize and permit rest periods,, failure to properly pay meal and rest period premiums, failure to timely pay wages and final wages and waiting time penalties, failure to furnish accurate wage statements including claims derivative and/or related to these claims, failure to pay sick pay wages, failure to keep accurate records, failure to reimburse necessary business expenses, liquidated damages, conversion of wages, statutory and civil penalties, costs, expenses, and attorney's fees and costs. This Release shall include all claims and theories arising under the applicable regulations, including Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2,1194.3, 1197, 1197.1, 1198, 2800, 2802, the Wage Orders of the California Industrial Welfare Commission, and Business & Professions Code 17200 *et seq*.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and AdaptHealth has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against AdaptHealth, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against AdaptHealth or its related entities based on the PAGA Period facts alleged in the Action and/or resolved by this Settlement, including but not limited to claims arising out of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.2, 226.3, 226.7, 233, 246, 246.5, 248.5, 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1185 1194, 1194.1, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2698 *et seq*., and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA, which occurred during the PAGA Period.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

In consideration for their awarded Individual PAGA Payment, as of the date the Settlement becomes Final, Plaintiff and the LWDA will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, any and all claims for civil penalties under PAGA against AdaptHealth and the Released Parties that arise out of or reasonably relate to the claims and/or legal theories alleged in the Action or that could have been alleged based on the factual allegations in the Action (the "Released PAGA Claims"), including but not limited to Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.2, 226.3, 226.7, 233, 246, 246.5, 248.5, 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1185 1194, 1194.1, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2698 *et seq*., and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA, which occurred during the PAGA Period. All PAGA Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, will release the PAGA claims described herein against the Released Parties and will receive a portion of the amount set aside as PAGA Penalties, regardless of whether they opt out of the release of the Class Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class

Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.

3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in AdaptHealth's records, are stated in the first page of this Notice. You have until September 14, 2026 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept AdaptHealth's calculation of Workweeks and/or Pay Periods based on AdaptHealth's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and AdaptHealth's Counsel. You can challenge the Administrator's decision at the Final Approval Hearing.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit to the Administrator a signed and dated letter with your first and last name, home address, email address or telephone number, and a statement indicating that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Yessenia Aleman v. AdaptHealth, LLC*, Case No. 37-2024-00001567-CU-OE-CTL, and include your identifying information (full name, home address, telephone number, approximate dates of employment, and last four digits of social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to the Administrator to be excluded by September 14, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object,

you may wish to see what Plaintiff and AdaptHealth are asking the Court to approve. At least 16 days before the December 4, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.ilymgroup.com or the Court's website https://courtindex.sdcourt.ca.gov/CISPublic/casesearch.

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is September 14, 2026**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Yessenia Aleman v. AdaptHealth, LLC*, Case No. 37-2024-00001567-CU-OE-CTL, and include your name, current address, telephone number, and approximate dates of employment for AdaptHealth and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on December 4, 2026 at 9:10 a.m. in Courtroom C-62 in the San Diego Central Hall of Justice Courthouse, located at 330 W. Broadway, San Diego, California 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally.

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

9. WHO ARE THE ATTORNEYS FOR THE PARTIES IN THIS LAWSUIT?

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com **FALAKASSA LAW, P.C.** 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com **BOKHOUR LAW GROUP, P.C.** 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031

Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything AdaptHealth and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at www.ilymgroup.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://odyroa.sdcourt.ca.gov/) and entering the Case Number for the Action, Case No. 37-2024-00001567-CU-OE-CTL.

PLEASE <u>DO NOT</u> CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ADAPTHEALTH'S MANAGERS, SUPERVISORS, OR ATTORNEYS FOR MORE INFORMATION.

<u>Settlement Administrator</u>:

11. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

12. WHAT IF I CHANGE MY ADDRESS?

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