

BOKHOUR LAW GROUP, P.C.
Mehrddad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 920
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 920
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

YESENIA 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

Assigned to Hon. Judy S. Bae

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: May 22, 2026

Time: 9:10 a.m.

Dept.: C-62

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., and I serve as attorney of record for Plaintiff Yesenia Aleman (“Plaintiff”) and the Putative Class. I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts and the United States District Court of California for each district. I have litigated class action and Private Attorneys General Act (“PAGA”) representative action cases in various courts in California.

4. I graduated from the University of California, Berkeley, in 2007 with a Bachelor of Arts in Political Science. I received my Juris Doctorate from Loyola Law School, Los Angeles, in 2012.

5. I began my legal career focusing on plaintiff-side employment litigation, emphasizing disability discrimination and harassment under the Fair Employment and Housing Act. After practicing for several years in a broad range of civil litigation, I opened my law firm in 2014 with a focused concentration on representing employees against employers to recover unpaid wages and vindicate claims of harassment, discrimination, and retaliation in various contexts. Most of my cases have been litigated as class actions and representative PAGA actions.

6. I am also an active member of the California Employment Lawyers Association (“CELA”) and have attended various Continuing Legal Education courses pertaining to advocacy on behalf of employees.

7. My firm has the experience, resources, and means necessary to allow us to provide adequate representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is acting as lead counsel in at least twenty-five wage-and-hour class actions and co-counsel in at

1 least twenty others.

2 8. I have been selected as a “Super Lawyer Rising Star” in Employment Litigation during
3 the years 2017 through 2021, and in 2022 through 2025, I was selected as a “Super Lawyer,” a
4 distinction that is reserved for the top 2.5% of lawyers in the practice area. I have also been
5 recognized by TopVerdicts.com for achieving several of the top wage and hour class and PAGA
6 action settlements in California.

7 9. Through a contested but productive mediation, Plaintiff and Defendant AdaptHealth,
8 LLC (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA Settlement
9 Agreement resolving the wage and hour claims of the Class (“Agreement”), which is attached hereto
10 as **Exhibit “A.”** The Settlement Agreement seeks to fully release and discharge it from the claims
11 brought against it in this matter in exchange for Defendant’s agreement to pay \$420,000 on a non-
12 reversionary, non-claim-made basis (each Class Member will receive his/her share of the Net
13 Settlement Amount without having to submit a claim form or taking action, except for those who opt
14 out). Plaintiff seeks to represent all individuals who are or were employed by Defendant as non-
15 exempt hourly employees in California at any time from May 1, 2023 to the date the Court grants
16 preliminary approval (the “Class Period”). Likewise, Plaintiff seeks to represent all PAGA Members
17 who are or were employed by Defendant as non-exempt hourly employees in California from May 1,
18 2023, to the date the Court grants preliminary approval (the “PAGA Period”).

19 10. Under the terms of the Settlement Agreement, Defendant will not oppose Class
20 Counsel’s request for a reasonable award of Attorney’s Fees not to exceed one-third of the Settlement
21 Amount, Class Counsel’s reasonable litigation costs not to exceed \$25,000, Settlement
22 Administration Costs not to exceed \$10,000, PAGA penalties of \$20,000 (of which \$15,000 or 75%
23 will be paid to the LWDA and the remaining \$5,000 or 25% will be paid to the Settlement Class
24 Members), and a Service Award to Plaintiff not to exceed \$10,000 to Plaintiff, as follows:

<i>Gross Settlement Amount</i>	\$420,000
Attorneys’ Fees (33.33%)	\$140,000
Litigation Costs	\$25,000
Administrator Costs	\$7,500
PAGA payment to LWDA (75% of 20k allocation)	\$15,000
PAGA payment to PAGA Members	\$5,000
Plaintiff’s Service Award (not to exceed \$10k)	\$10,000

<i>Net Settlement Amount</i>	\$217,500
<i>Gross Settlement Amount</i>	\$420,000

11. On January 16, 2024, Plaintiff filed suit in San Diego County Superior Court, asserting claims based on AdaptHealth's alleged: (1) failure to pay overtime and minimum wages; (2) meal period violations; (3) rest period violations; (4) failure to pay all sick time; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; and (8) violation of California's Unfair Competition Law ("UCL"). On April 3, 2024, Plaintiff filed a First Amended Complaint alleging a cause of action for alleged PAGA penalties.

12. Defendant retained counsel, denied the allegations, and vowed to defend against the allegations vigorously. The Parties conducted a thorough investigation into the facts of the Action. This investigation included informal discovery and meet and confer efforts, as well as the Defendant's disclosure of information and materials in informal discovery for the mediation. The discovery and disclosures included, amongst other things, Defendant's written wage and hour policies/procedures, and payroll and timekeeping records for Settlement Class Members and PAGA Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class Members and PAGA Members. Class Counsel has diligently investigated the Class Members' claims against Defendant. Based on the data and information disclosed, and on Class Counsel's own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement are fair, reasonable, and adequate, as well as in the best interest of the Settlement Class Members and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

13. On March 26, 2025, the Parties participated in an all-day mediation presided over by Eve Wagner, Esq., which led to this Agreement.

14. Plaintiff alleged numerous wage and hour violations on behalf of the non-exempt employees who worked for Defendant during the Class Period.

15. First, Plaintiff alleged that Defendant failed to pay all minimum and overtime wages

1 due to Defendant's alleged unlawful rounding and failure to include all non-discretionary bonuses
2 and other pay in the "regular rate of pay" for purposes of overtime and sick pay calculations.

3 16. Moreover, Plaintiff alleged that she and the Settlement Class were not provided timely
4 compliant meal periods and were not provided with a one-hour wage premium at the "regular rate of
5 pay" pursuant to Labor Code § 226.7 on each such occasion. Specifically, Plaintiff alleged that she
6 and other non-exempt employees were forced to cut their meal periods short or take them late in order
7 to meet the arduous work demands imposed by Defendant.

8 17. Next, Plaintiff alleged that she and the Settlement Class were not provided with
9 compliant rest periods or a one-hour wage premium at the "regular rate of pay" pursuant to Labor
10 Code § 226.7 on each occasion. Specifically, Plaintiff alleges that Defendant prevented the Settlement
11 Class from taking complaint rest periods due to work demands and that Defendant prevented
12 Settlement Class Members from leaving the premises during rest breaks. Moreover, Plaintiff alleged
13 that Defendant failed to allow the Settlement Class to take a third rest period for more than 10.5-hour
14 shifts.

15 18. Based on the above violations, Plaintiff alleged that Defendant failed to provide
16 accurate itemized wage statements and timely pay upon separation of employment. Finally, Plaintiff
17 also sought PAGA penalties arising from the alleged Labor Code violations.

18 19. Defendant contested and denied each of Plaintiff's material allegations on the merits
19 and as to the propriety of the class and representative action, and asserted affirmative defenses to the
20 claims alleged.

21 20. First, Defendant argued that it paid employees all wages owed, and that its pay policies
22 and practices correctly paid non-exempt employees for all time worked, and that it properly excluded
23 the bonus payments from the "regular rate of pay." Defendant also argued that these claims resulted
24 in *de minimis* damages, if any. Next, Defendant contended that its meal and rest period
25 policies/practices were compliant with California law and that it and made available all required meal
26 and rest breaks to all non-exempt employees.

27 21. Defendant further argued that Plaintiff's claims for wage statements, waiting time
28 penalties, and PAGA penalties were derivative of other claims, which it argued had no merit.

1 22. Finally, Defendant contended that Plaintiff's claims were not suitable for class
2 certification because individualized inquiries would be required to establish, amongst other things,
3 which employees, if any, took meal periods of less than 30 minutes and why a particular employee
4 received a meal period of less than 30 minutes on a particular shift.

5 23. Based upon detailed data obtained through informal discovery and information
6 exchanges, Plaintiff's counsel estimated the following big-picture data points through the mediation
7 date: (1) 486 Class Members who worked approximately 30,000 workweeks and 142,000 shifts
8 during the Class Period.

9 24. Plaintiff contended that her strongest claims were for unpaid wages arising from two
10 distinct violations. First, Plaintiff argued that Defendant's timekeeping system unlawfully rounded
11 employees' time in a manner that systematically undercompensated Plaintiff and other Class
12 Members. Specifically, Defendant's policy of rounding time entries to the nearest quarter-hour
13 consistently resulted in employees losing compensable minutes at the beginning and end of shifts, as
14 well as during meal and rest breaks.

15 25. In response, Defendant argued that its rounding practice was neutral on its face and
16 lawful under California law, and that any minor variances averaged out over time. Defendant further
17 contended that determining whether rounding disadvantaged any particular employee would require
18 individualized inquiry into each Class Member's actual punch data, which it asserted was not
19 appropriate for class certification. Based on these arguments, and others, Plaintiff believed that the
20 Court would likely deny class certification on the rounding claim.

21 26. Second, Plaintiff alleged that Defendant failed to account for non-discretionary
22 bonuses and other incentive pay when calculating the "regular rate of pay" when paying overtime
23 and sick pay wages. However, Defendant argued that it correctly excluded bonuses and other
24 discretionary pay from its "regular rate of pay" calculations, and that any underpayment was in good
25 faith and *de minimis*, if any. Indeed, Defendant's sampling of pay records revealed that any such
26 underpayment of overtime wages as a result of the "regular rate of pay" violations was minimal.

27 27. Due to this, and in light of Defendant's other defenses, Plaintiff completely discounted
28 these two claims, keeping in mind that the true significant value of these unpaid wages claims lies in

1 the derivative claims for waiting time penalties under Labor Code § 203 and wage statement
2 violations under Labor Code § 226, as further discussed below.

3 28. With respect to Plaintiff's meal period violation claims, Settlement Class Members
4 worked approximately 142,000 shifts during the Class Period. Based on the sampling of data provided
5 by Defendant, there were approximately 9,000 non-compliant meal periods during the Class Period.
6 Therefore, Plaintiff calculated Defendant's maximum exposure under this theory of liability at
7 \$198,000 (9,000 non-compliant meal periods x \$22 meal period premium).

8 29. However, Defendant asserted that it maintained legally compliant meal period policies
9 and practices throughout the Class Period. Defendant also contended that this claim would not be
10 certified due to the lack of any common evidence tying together the reason that Settlement Class
11 Members experienced a meal period violation. Lastly, Defendant asserted that the presence of these
12 affirmative defenses as to the voluntariness of a particular meal period decision would preclude class
13 certification.

14 30. In light of these defenses and arguments, Plaintiff discounted Defendant's maximum
15 exposure by 30% for the risk of non-certification, and an additional 25% to account for Defendant's
16 defenses on the merits to arrive at an estimated total of \$103,950.

17 31. Similarly, Plaintiff alleged that Defendant failed to authorize and permit all legally
18 compliant rest periods throughout the Class Period. Specifically, Plaintiff alleged that Defendant does
19 not maintain a formal rest period policy and, in practice, does not allow Settlement Class Members
20 to leave the premises during rest periods. Likewise, to the extent Settlement Class Members worked
21 shifts in excess of 10.5 hours, no third rest period was ever authorized or permitted. According to the
22 data provided by Defendant, there were approximately 137,400 rest period-eligible shifts, and the
23 Plaintiff assumed a 50% violation rate. As such, Plaintiff calculated Defendant's maximum exposure
24 on this claim at \$1,511,400 (68,700 non-compliant rest periods x \$22 rest period premium).

25 32. However, Defendant asserted that it maintained compliant rest period policies
26 throughout the Class Period and authorized and permitted all rest periods to Settlement Class
27 Members. Further, Defendant contended that this claim is not amenable to class treatment because
28 individualized inquiries would be required to determine which employees failed to take rest periods,

1 and the reasons why each employee failed to take a rest period on a particular shift. As such, Plaintiff
2 discounted Defendant's maximum exposure by 75% to account for the risk of non-certification, and
3 an additional 60% to account for Defendant's defenses on the merits to arrive at an estimated exposure
4 of approximately \$188,925.

5 33. With respect to the waiting time penalty claim, approximately 197 Settlement Class
6 Members separated from their employment with Defendant during the statutory period. As such, the
7 maximum potential penalty under Labor Code § 201 – 203 is \$1,040,160 (197 employees x 8.0 hours
8 per day * average rate of \$22 * 30 days). However, Defendant argued that it would defeat the waiting
9 time penalty claim as to Plaintiff's underpayment of overtime claims because the failure to pay wages,
10 if any, was not willful. Furthermore, Defendant argued that it would defeat liability for waiting time
11 penalties arising from the other unpaid wage claims and the unavailability of derivative claims for
12 meal and rest violations. Therefore, Plaintiff applied a 50% risk of defeat at the class certification
13 stage, and an additional 75% risk of defeat at the summary judgment stage or on the merits, resulting
14 in the risk-adjusted value of \$130,020 for waiting time penalty claims.

15 34. Plaintiff estimates that the maximum potential penalties for the wage statement claims
16 are \$760,550 (based on approximately 15,211 allegedly violative wage statements issued during the
17 Class Period). In calculating Defendant's exposure, Plaintiff gave Defendant the benefit of assuming
18 Plaintiff could only obtain the "initial" wage statement penalty of \$50 per violation, for a total of
19 \$760,550 in potential wage statement penalties.

20 35. In response to Plaintiff's wage statement violation claims, Defendant contended that
21 any alleged violations were not "knowing and intentional" and, further, that Plaintiff could not
22 establish that they or anyone else suffered "injury" as a result of any alleged wage statement
23 violations. Defendant additionally relied on its defenses to Plaintiff's underlying claims, both on the
24 merits and to class certification. As such, Plaintiff discounted the calculated maximum exposure by
25 80% for the risk of non-certification and by an additional 20% for the risk of being unsuccessful on
26 the merits to arrive at an estimated total of \$121,688.

27 36. Plaintiff also sought PAGA penalties for each violation for which they are available
28 and alleged that these penalties can be "stacked." Assuming that a PAGA penalty is available in the

1 default amount of \$100 per pay period and is not reduced, the maximum potential PAGA penalty
2 would be \$1,521,100 per claim for the 15,211 pay periods in the PAGA period.

3 37. However, this maximum figure fails to account for numerous unclear issues relating
4 to PAGA claims. First, it is unclear whether stacking is permissible and/or whether the court would
5 award penalties in such a way (especially for purely derivative penalties). Second, the maximum
6 figure fails to acknowledge that courts have wide latitude to reduce the amount of civil penalties
7 “based on the facts and circumstances of a particular case” and if “to do otherwise would result in an
8 award that is unjust, arbitrary and oppressive, or confiscatory.”

9 38. In light of these uncertainties and the broad discretion courts exercise in reducing
10 PAGA awards, the Parties agree that allocating \$20,000 to PAGA is reasonable and well within the
11 range that courts routinely approve.

12 39. In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates
13 the risk-adjusted class recovery as follows:

14	• Unpaid Wages:	\$0 (discounted)
15	• Meal Period Claims:	\$103,950
16	• Rest Period Claims:	\$188,925
17	• Labor Code §§ 201 – 203 Claims:	\$130,020
18	• Wage Statement Violation Claims:	\$121,688
19	• PAGA Claim:	\$20,000
20	• <u>Total Risk-Adjusted Penalties and Damages:</u>	\$564,583

21 40. The reasonableness of the settlement is apparent from the fact that the proposed
22 settlement is 74% of the risk-adjusted class damages and penalties. And while the PAGA penalties
23 had a maximum value in the high six figures, this fails to acknowledge that courts have wide latitude
24 to reduce the civil penalties “based on the facts and circumstances of a particular case” and if “to do
25 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor
26 Code § 2699(e)(2). Moreover, Defendant argued against the merits of the underlying claims,
27 particularly that the “willfulness” standard and/or “good faith” defenses mitigated the civil penalty
28 claims and rendered any such penalties uncertain. Defendant also argued that it is improper to stack

1 civil penalty claims on top of the underlying statutory claim. In addition, Defendant contended that
2 most putative class members had executed arbitration agreements containing class action waivers,
3 which posed a substantial risk to class certification and further diminished the likelihood of recovery
4 on a class wide basis.

5 41. The Settlement was the product of extensive arm's length negotiations between
6 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
7 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
8 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
9 Plaintiff and Class Counsel believed that there was a possibility of certifying the claims, they
10 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
11 decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or
12 on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any
13 of its defenses, the Class Members may not have received any substantial monetary recovery.

14 42. The Settlement will result in a fair payment to each Settlement Class Member based
15 on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiff and
16 counsel have diligently investigated the claims and defenses on behalf of the Class Members and
17 worked to resolve the claims to maximize the recovery by avoiding further expenditure of attorneys'
18 fees and costs. After evaluating the significant risks attendant with further litigation described above
19 and weighing them against the benefits of a known compromise and settlement as set forth in the
20 Settlement Agreement, a settlement on the terms agreed to is believed to be in the best interest of
21 Plaintiff and the Class and is a fair and reasonable resolution of the claims alleged.

22 43. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
23 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal
24 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
25 judgment throughout the settlement process, including significant document review (e.g., documents
26 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
27 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
28 class-wide data provided by Defendant.

1 44. Based on our experience in other cases, including wage and hour matters, Joshua
2 Falakassa and I are qualified to evaluate the class claims and viability of defenses in this class action.
3 In this case, the recovery for each Class Member is reasonable, fair, and adequate, and a settlement
4 at this time is in the Class's best interest. The Settlement compensates each Class Member for the
5 alleged violations when viewed in relation to the costs and risks inherent in obtaining class
6 certification and proceeding to trial.

7 45. Plaintiff's counsel and Defendant's counsel fully endorse the terms and conditions of
8 the Settlement as set forth in the above-mentioned Settlement Agreement.

9 46. Of course, the Settlement Amount represents a compromise figure, taking into account
10 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
11 Nevertheless, the Settlement provides for fair and adequate payments to the Class Members, with no
12 reversion to Defendant.

13 47. Plaintiff seeks a Service Award not exceeding \$10,000.00, which we believe is fair
14 and warranted. Plaintiff agreed to come forward to effectuate a policy and practice change that
15 benefitted all other Class Members and to recover unpaid wages and penalties. She assumed
16 significant risk in bringing this litigation; namely, had she lost, she would have been ordered to pay
17 the Defendant's costs.

18 48. Plaintiff provided invaluable assistance to the investigation and prosecution of this
19 case, including providing factual background for the class and PAGA Complaint; reviewing the
20 litigation documents; providing information and documentation about Defendant's policies and
21 practices; participating in phone calls to discuss litigation and settlement strategy; and reviewing the
22 settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit.
23 Plaintiff's declaration setting forth all of the reasons why they believe that the Service Award should
24 be approved has been filed herewith.

25 49. As set forth above, I have handled upwards of 100 class and representative actions,
26 have been appointed as class counsel and have successfully litigated and resolved several class
27 actions, and many others remain pending.

1 50. When this case was taken on a contingency fee basis, with our firms agreeing to
2 assume responsibility for all litigation costs, the ultimate result was far from certain. During this
3 litigation, we paid all costs, including the filing fees, court costs, research/database fees, mediation
4 costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures.

5 51. It is our experience that attorneys' fee awards of one-third of a common fund
6 settlement are the standard in California. Once the Court grants preliminary approval of the
7 Settlement Agreement and the Notice Packet is disseminated, Plaintiff's counsel will submit a request
8 for attorneys' fees and costs with its final approval motion. Defendant does not oppose this fee
9 request. The fee is further warranted because it is within the range of reasonableness and will be based
10 on the actual amount incurred at the time of final approval.

11 52. Subject to the Court's approval, the parties stipulated that ILYM Group, Inc. serve as
12 the Settlement Administrator. ILYM Group, Inc. is experienced in administering class action
13 settlements and will not charge more than \$7,500.00 to administer this class action Settlement.

14 53. Attached hereto as **Exhibit "B"** is the Class Notice subject to Court approval.

15 54. Plaintiff has concurrently submitted the Settlement to the LWDA in accordance with
16 Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit "C."**

17 55. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
18 approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as
19 preliminarily approve the requested attorneys' fees and costs, and service award to the Class
20 Representative.

21 56. The proposed Notice Packet and proposed plan for the Settlement Administrator to
22 mail the Notice Packet to the last known address of all Class Members complies with all the
23 requirements of California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Notice
24 Packet include (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs and
25 the Settlement Administration Costs; (3) details about the final fairness hearing and how Class
26 Members may elect to exclude themselves or make an objection; and (4) how Class Members can
27 obtain additional information.

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I declare under penalty of perjury under the laws of the state of California that the foregoing
is true and correct on this 10th of October 2025, at Los Angeles, California.

By: _____

Mehrdad Bokhour, Esq

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Yessenia Aleman (“Plaintiff”), on behalf of herself, all others similarly situated Settlement Class Members, and as a proxy/agent for the State of California and the California Labor and Workforce Development Agency (“LWDA”), and Defendant AdaptHealth, LLC (at times “Defendant” or “AdaptHealth”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.” Subject to the approval of the Court, this Action is hereby being settled pursuant to the terms and conditions set forth in this Settlement Agreement.

DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned Yessenia Aleman v. AdaptHealth, LLC, and pending in the Superior Court of the State of California, County of San Diego, Case No. 37- 2024-00001567-CU-OE-CTL.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” or “Settlement Class” means all individuals who are or were employed by AdaptHealth as non-exempt hourly employees in California during the Class Period.
- 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means that the class member identifying information in AdaptHealth’s possession, including the class member’s name, last-known mailing address, social security number, and number of class period workweeks and PAGA pay periods.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).
- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.10 “Class Notice” means the notice approved by Plaintiff and Defendant and subject to Court approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11 “Class Period” means the period from May 1, 2023 to the date the Court grants preliminary approval.
- 1.12 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14 “Court” means the Superior Court of California, County of San Diego.
- 1.15 “Defense Counsel” means Derek Havel, Tyler J. Johnson and Chenxi (Abby) Lu of Sheppard Mullin Richter & Hampton, LLP.
- 1.16 “Effective Date” means the earliest of: (a) if no one files an objection to the settlement, the date of the court granting Final Approval and entering Final Judgment; or (b) 7 calendar days after the deadline to file an appeal of the Final Approval order and Final Judgment, if no appeals are filed; or (c) if one or more appeals are filed, 7 calendar days after any appeal is dismissed or the Final Approval of the settlement and Final Judgment is affirmed after appeal, and the Final Approval order and Final Judgment is not subject to further appeal.
- 1.17 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.18 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.19 “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.20 “Gross Settlement Amount” means \$420,000, which is the total amount AdaptHealth agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. AdaptHealth shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary.
- 1.21 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.22 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.23 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.24 “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.25 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.26 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.27 “PAGA Member” means any non-exempt hourly employee who works or worked for AdaptHealth in California at any time during the PAGA Period.
- 1.28 “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for AdaptHealth for at least one day during the PAGA Period.
- 1.29 “PAGA Period” means the period from May 1, 2023 to the date the Court grants preliminary approval.
- 1.30 “PAGA” means the Private Attorneys General Act (Labor Code § 2698. et seq.).
- 1.31 “PAGA Notice” means Plaintiff’s January 29, 2024 letter to AdaptHealth and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$5,000) and 75% to the LWDA (\$15,000) in settlement of the PAGA claims.
- 1.33 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34 “Plaintiff” means Yessenia Aleman, the named plaintiff in the Action.
- 1.35 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.36 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

- 1.37 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.38 “Released Parties” means AdaptHealth, and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.
- 1.39 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.40 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.41 “Settlement” means the disposition of the Action effected by this Agreement and the Final Judgment.
- 1.42 “Workweek” means any week during which a Class Member worked for AdaptHealth for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On January 16, 2024, Plaintiff filed suit in San Diego County Superior Court, asserting claims based on AdaptHealth’s alleged: (1) failure to pay overtime and minimum wages; (2) meal period violations; (3) rest period violations; (4) failure to pay all sick time; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; and (8) violation of California’s Unfair Competition Law (“UCL”). On April 3, 2024, Plaintiff filed a First Amended Complaint alleging a cause of action for alleged PAGA penalties. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.2 AdaptHealth denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to AdaptHealth and the LWDA by sending the PAGA Notice.
- 2.4 On March 26, 2025, the Parties participated in an all-day mediation presided over by Eve Wagner, Esq., which led to this Agreement.

- 2.5 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding pay records belonging to all Class Members, relevant AdaptHealth's policies, Plaintiff's time and payroll records and wage statements, and the total number of Class Members, , Pay Periods and Workweeks worked during the Class Period.
- 2.6 The Court has not granted class certification.
- 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, AdaptHealth promises to pay \$420,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. AdaptHealth has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to AdaptHealth.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative Service Payment to taxing authorities on an IRS Form 1099. Plaintiff assumes full responsibility and liability for all taxes owed on the Class Representative Service Payment.
 - 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$140,000 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or

a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment to taxing authorities on one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds AdaptHealth harmless, and indemnifies AdaptHealth, from any dispute or controversy regarding any division or sharing of any the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less, or the Court approves payment of less than \$10,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated 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 each Participating Class Member's Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported by the Administrator to taxing authorities on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator to taxing authorities on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any all taxes owed on their Individual Class Payment.
- 3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective workweeks.
- 3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of \$20,000 will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA

Payments. The Parties agree that should the Court not approve this allocation and increases it, the Gross Settlement Amount will not be increased accordingly.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments to taxing authorities on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1 Class Workweeks and PAGA Member Pay Periods. Based on Plaintiff's review of a sampling of AdaptHealth's data, Plaintiff estimates that the Settlement Class consists of approximately 486 class members who worked a total of approximately 30,000 workweeks during the Class Period.
- 4.2 Class Data. No later than twenty one (21) days after the Court grants Preliminary Approval, AdaptHealth will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform Administrator's duties under this Agreement, all pursuant to the protective order. AdaptHealth has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which AdaptHealth must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide AdaptHealth with wire transfer information within three (3) days after the Effective Date. AdaptHealth shall fund the Gross Settlement Amount within twenty one (21) days of the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within ten days after AdaptHealth funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel

Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1 The Administrator will withhold applicable payroll taxes and issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undeliverable). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undeliverable). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undeliverable without a United States Postal Service ("USPS") forwarding address. Within seven days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search, or failing both, re-mailing to the original address. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall submit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue," subject to the requirements of California Code of Civil Procedure Section 384, sub. (b).

The payment of Individual Class Payments and Individual PAGA Payments shall not obligate AdaptHealth to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when AdaptHealth fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of

the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1.1 Release by Plaintiff. In consideration of Plaintiff's awarded Class Representative Service Payment, as of the date the Settlement becomes Final and is fully funded, Plaintiff, on behalf of herself and her respective former and present spouses, representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, releases any and all known and unknown claims, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to her employment with AdaptHealth and her compensation while an employee, against AdaptHealth and the Released Parties that arose on or before the date she signs this Agreement. Expressly excluded from Plaintiff's release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law. With respect to the Plaintiff's Released Claims only, the Parties stipulate and agree that the Plaintiff shall have, by operation of the Final Judgment entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Plaintiff shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that she does not know or suspect to exist in her favor at the time of the approval of this Settlement Agreement.

5.2 Release by Participating Class Members. 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.*

- 5.3 Release by PAGA Members. 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.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement (including, without limitation, all costs relating to Class Notice and claims administration) and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve, averring she is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class

Counsel firm attesting to its competency to represent the Class Members, its lack of knowledge of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)), and a copy of the Final Judgment (Labor Code section 2699, subd. (s)(3))).

- 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously preparing, finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is also responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If Class Counsel and Defense Counsel cannot reach agreement, they shall jointly raise the matter with the Court.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Tax Reporting. The Administrator will calculate all payroll taxes owed on the Wage Portions of the Individual Class Payments, withhold the amounts owed by the Class Members, notify AdaptHealth of its share of the payroll taxes, collect and remit to the appropriate taxing authorities AdaptHealth's share of the payroll taxes, report all payments made under this Agreement to the appropriate taxing authorities, and issue related tax documents to the Class Members and PAGA Members. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel (with a copy to Defense Counsel) that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 5 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. If the USPS does not provide a forwarding address and the Administrator’s Class Member Address Search does not result in any updated address, the Administrator shall re-mail the Class Notice to the original address. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.
- 7.4.5 If the Administrator, AdaptHealth, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's first and last name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If, pursuant to these procedures, the Administrator accepts a Request for Exclusion that lacks all the information specified in the Class Notice, then the Administrator shall notify both Class Counsel and Defense Counsel who may object to the Class Member's exclusion. The Administrator shall provide Class and Defense Counsel with information sufficient to determine the Class Member's identity. If the Parties cannot reach a resolution on whether the Class Member should be included/excluded, the Parties may raise the issue with the Court at an appropriate time and request that the Court resolve the disagreement.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Final Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods (if any) contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties may appeal the Administrator’s determination of each Class Member’s allocation of Workweeks and/or PAGA Pay Periods at the Final Approval Hearing. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator’s determination of the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than 45 days after the Administrator’s mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform all tasks contained in this Agreement.

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of this Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval order and the Final Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undeliverable by USPS, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Reports”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be appealable to the Court at the Final Approval Hearing.
- 7.8.4 Administrator’s Declaration. No later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undeliverable, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attaching the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) with the Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing with the Court

attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration with the Court.

7.8.6 Notice of Final Judgment. The Administrator will provide notice to Class Members of the Final Judgment by posting the Final Judgment on its website.

8. **ESCALATOR CLAUSE.** The Class is estimated to include approximately 30,000 workweeks through March 26, 2025. Should the number of work weeks during the Class Period increase by more than 10% of the total estimate stated (i.e. more than 32,941 workweeks), then Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 32,941, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was 11% increase in the number workdays during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).
9. **DEFENDANT'S RIGHT TO TERMINATE.** If more than 5% of the Settlement Class opts out of this Settlement, AdaptHealth can terminate the Settlement Agreement. If Defendant chooses to exercise its option to terminate under this provision, Defendant agrees to notify Class Counsel and the Administrator within 15 days of receiving notice that more than 5% of the Settlement Class opted-out of the Settlement. Defendant will agreed to pay any Administrator costs incurred as of that date.
10. **MOTION FOR FINAL APPROVAL.** No later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file with the Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s), a Proposed Final Approval Order and a proposed Final Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents with the Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Plaintiff, the Class Members, and/or the PAGA Members), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, this Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. The Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Final Approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. AdaptHealth's payment obligation under the Settlement will be suspended pending an appeal of the Final Judgment.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Plaintiff, the Class Members, and/or the PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by AdaptHealth that any of the allegations in the Operative Complaint have merit or that AdaptHealth has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that AdaptHealth's defenses in the Action have merit. Further, AdaptHealth specifically denies any liability, unlawful conduct or wrongdoing for any of the causes of action in the Operative Complaint, and further denies any violation of any order (including any wage order), law, statute, regulation, rule, duty or contract (including any collective bargaining agreement) on the part of AdaptHealth or any Released Party. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter

Judgment, AdaptHealth reserves the right to contest certification of any Class for any reasons, and AdaptHealth reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest AdaptHealth's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement, this Agreement, and/or to raise a defense based on *res judicata* or collateral estoppel).

- 12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral or written representations, warranties, covenants, or inducements made to or by any Party, with the exception of the Parties' May 2025 Memorandum of Understanding ("Memorandum"). In the event of any conflict between this Agreement and the Parties' Memorandum, the terms of this Agreement shall control.
- 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and AdaptHealth, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement (if agreed by the Parties), submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Agreement.
- 12.7 No Tax Advice. Neither Plaintiff, Class Counsel, AdaptHealth nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this

Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.8 Nondisparagement. Plaintiff agrees not to make any statements or take any actions, from the date Plaintiff executes this Agreement, which disparages the Released Parties. Nothing in this Agreement, however, prevents Plaintiff from providing truthful information or communicating with any government agency or from engaging in any other activities protected by law. In accordance with Section 1670.11 of the California Civil Code, nothing in this Agreement prevents Plaintiff from testifying in any administrative, legislative or judicial proceeding concerning alleged criminal misconduct or sexual harassment. Nothing in this Agreement prevents or restricts the Parties from disclosing factual information related to a claim or complaint involving the acts listed in Section 1001(a) of the California Code of Civil Procedure. For purposes of this Agreement, “disparage” means making comments or statements to any person or entity that would adversely affect a Released Party’s reputation.
- 12.9 Negotiated Settlement Agreement. Plaintiff acknowledges and agrees this Agreement constitutes a “negotiated settlement agreement” under California Government Code section 12964.5(d).
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. Plaintiff and her attorneys agree not to issue any press release or announcement of any kind related in any way to the Settlement. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and her attorneys will keep the terms of this Settlement Agreement confidential except for purposes of communicating with Plaintiff only. From and after Preliminary Approval, the Class Members, Plaintiff, and Class Counsel may: (1) as required by law; (2) as required under the terms of this Settlement Agreement; or (3) as required under Class Counsel’s duties and responsibilities, comment regarding the specific terms of the Settlement Agreement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding this Settlement Agreement, whether oral, written or electronic (including on the World Wide Web), to say the Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or her attorneys disclose to

any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, AdaptHealth may rescind the Settlement, rendering it null and void. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the Settlement.

- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and 1154, and all copies and summaries of the Class Data provided to Class Counsel by AdaptHealth in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, regulation, statute, or rule of court. No later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff shall permanently destroy all paper and electronic versions of Class Data received from AdaptHealth unless, prior to the Court's discharge of the Administrator's obligation, AdaptHealth makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or court-recognized legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

To AdaptHealth:

Derek R. Havel

Tyler J. Johnson

Chenxi (Abby) Lu

dhavel@sheppardmullin.com

tjjohnson@sheppardmullin.com

ablu@sheppardmullin.com

SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP

350 South Grand Avenue, 40th Floor,

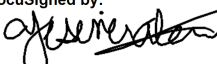
Los Angeles, California 90071

12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

8/13/2025

Dated: __, __

DocuSigned by:

B1DCDDC3EEAC4FF...

Plaintiff Yessenia Aleman

ADAPTHEALTH, LLC

Dated: __, __

By: Richard Rew

Its: Chief Legal Officer

To AdaptHealth:

Derek R. Havel

Tyler J. Johnson

Chenxi (Abby) Lu

dhavel@sheppardmullin.com

tjohnson@sheppardmullin.com

ablu@sheppardmullin.com

SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP

350 South Grand Avenue, 40th Floor,

Los Angeles, California 90071

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12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: __, __

Plaintiff Yessenia Aleman

ADAPTHealth, LLC

Dated: 8/12/2025

Signed by:


CA2CC2164D674CD
By: Richard Rew

Its: Chief Legal Officer

Approved As to Form Only:

Dated: 8/5/2025, 8/6/2025

**BOKHOUR LAW GROUP, P.C.; FALAKASSA
LAW, P.C.**

Signed by: Mehrdad Bokhour DocuSigned by: Joshua Falakassa
D8D3643F271940F... 15A628B2C5A149C...
Mehrdad Bokhour; Joshua Falakassa
Attorneys for Plaintiff

Dated: __, __

**SHEPPARD MULLIN RICHTER & HAMPTON
LLP**

Derek R. Havel
Attorneys for Defendant
ADAPTHEALTH, LLC

Approved As to Form Only:

Dated: __, __

**BOKHOUR LAW GROUP, P.C.; FALAKASSA
LAW, P.C.**

Mehrdad Bokhour; Joshua Falakassa
Attorneys for Plaintiff

Dated: 8/12/2025

**SHEPPARD MULLIN RICHTER & HAMPTON
LLP**

Signed by:



624E1EDE07DE43D...

Derek R. Havel
Attorneys for Defendant
ADAPTHEALTH, LLC

EXHIBIT “B”

**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 [DATE OF PRELIMINARY APPROVAL]) (“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 [DATE OF PRELIMINARY APPROVAL]) (“PAGA Members”).

Based on AdaptHealth’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** 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 _____ workweeks** during the Class Period and **you worked _____ 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 [DATE OF FINAL APPROVAL HEARING] at [TIME OF FINAL APPROVAL HEARING] 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 _____	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 _____	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	The Court's Final Approval Hearing is scheduled to take place on _____. 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 _____	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 _____. 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 \$10,000 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 _____, 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 _____ 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 Payments, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members release all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint 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:

All Participating and Non-Participating Class Members who are PAGA Members are deemed to 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 alleged in the Action or that could have been alleged based on the factual allegations in the Action.

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 _____ 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 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 45 days within mailing of this Notice, 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 _____ 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

_____ (url) _____ or the Court’s website _____ (url) _____.

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 _____.** 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 [DATE OF FINAL APPROVAL HEARING] at [TIME OF FINAL APPROVAL HEARING] 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 _____ 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 920 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067
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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 _____ (url) _____. 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 DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ADAPTHEALTH'S MANAGERS, SUPERVISORS, OR ATTORNEYS FOR MORE INFORMATION.

Settlement Administrator:

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.

EXHIBIT “C”