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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

IGNACIO GARATE, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

LINCARE, INC., a Delaware Corporation; and
DOES 1-50, inclusive.

Defendants.

Case No.: 37-2024-00026882-CU-OE-CT

CLASS ACTION

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC., IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 18, 2026

Time: 9:30 a.m.

Judge: Hon. Marcella O. McLaughlin

Dept.: C-72

1 I, Nick Castro, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Case Manager for ILYM Group, Inc. (hereinafter referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above-captioned Garate v.
6 Lincare, Inc. matter. I am authorized to make this declaration on behalf of ILYM Group and myself.
7 I have personal knowledge of the facts herein, and, if called upon to testify, I could and would
8 testify competently to such facts.

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

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Settlement of Class Action* (collectively referred to as “Class Notice”); (b) receiving and
18 processing requests for exclusion; (c) resolving Class Members’ disputes over the number of
19 workweeks Defendants have record of them working during the Class Period, which was pre-
20 printed on their individualized Class Notice; (d) calculating individual settlement award amounts;
21 (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by
22 the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax
23 forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement;
24 and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group
25 to perform.

26 4. On May 13, 2026, ILYM Group received the Court-approved text for the Class
27 Notice from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Class Notice,
28 which the Parties’ Counsel approved, and translated it into Spanish before mailing.

1 5. On May 20, 2026, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, Social Security number, last known mailing address, class
3 workweeks, and PAGA pay periods for each Class Member. The data file was uploaded to our
4 database and checked for duplicates and other possible discrepancies. The Class List contained
5 538 individuals who worked 36,509 work weeks.

6 6. As part of the preparation for mailing, all 538 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
10 contains requested changes of address filed with the USPS. To the extent that an updated address
11 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
12 To the extent that no updated address was found in the NCOA database, the original address
13 provided by Counsel for Defendants was used for the mailing of the Class Notice.

14 7. On June 18, 2026, the Class Notice was mailed, via U.S First Class Mail, to all 538
15 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy
16 of the mailed Class Notice.

17 8. As of the date of this declaration, 34 Class Notices have been returned to our office
18 as undeliverable. Of the 34 returned Class Notices, none included a forwarding address. ILYM
19 Group performed a computerized skip trace on the 34 returned Class Notices that did not have a
20 forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class
21 Notice. As a result of this skip trace, 28 updated addresses were obtained and the Class Notices
22 were promptly re-mailed to those Class Members, via U.S First Class Mail.

23 9. As of the date of this declaration, a total of 28 Class Notices have been re-mailed.
24 Specifically, 28 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 6 Class Notices have been deemed
26 undeliverable. Specifically, 6 have been deemed undeliverable as no updated address was found
27 notwithstanding the skip tracing.

28 11. As of the date of this declaration, ILYM Group has not received any requests for
exclusion. The deadline to request exclusion from the Settlement was August 3, 2026.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit a written objection to the Settlement was August 3, 2026.

13. ILYM Group has not received any disputes concerning the number of Workweeks or PAGA Pay Periods reflected in the Class Notices. The deadline to submit a dispute was August 3, 2026.

14. As of the date of this declaration, there are 538 Participating Class Members, representing 100% of the 538 Class Members. The Participating Class Members worked a total of 36,509 Workweeks during the Class Period.

15. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, calculated by a pro-rata formula, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees and Litigation Costs, the Class Representative Service Payment, Administration Expenses Payment to ILYM Group, LWDA and the PAGA Penalties allocation, e.g.,

Gross Settlement Amount	\$730,000.00
Class Counsel Fees	\$243,333.33
Class Counsel Expenses	\$30,000.00
Class Representative Service Payment	\$10,000.00
ILYM Group Fees	\$8,000.00
LWDA	\$15,000.00
PAGA Allocation to Aggrieved Employees	\$5,000.00
Net Settlement Amount	\$418,666.67

To determine a Participating Class Member's Individual Class Payment, the Net Settlement Amount will be divided by the total number of workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$778.19, with the estimated highest gross payment being \$2,155.89, and the estimated lowest gross payment being \$11.47.

16. The \$5,000.00 portion of the PAGA Penalties allocated to the Aggrieved Employees

1 will be distributed among 475 Aggrieved Employees based on their respective PAGA Pay Periods.
2 The Aggrieved Employees worked a total of 15,385 PAGA Pay Periods during the PAGA Period.
3 Based on these calculations, the estimated average Individual PAGA payment is \$10.53, and the
4 estimated highest payment is \$25.02.

5 17. ILYM Group's total fees and costs for services in connection with the administration
6 of this Settlement, which includes fees and costs incurred to date, as well as anticipated fees and
7 costs for completion of the settlement administration, are \$8,000.00. ILYM Group's work in
8 connection with this matter will continue with the calculation of the settlement award payments,
9 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
10 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
11 Group to perform.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing
13 is true and correct. Executed on August 21, 2026, at Tustin, California.

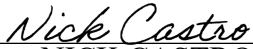
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EXHIBIT “A”

NOTICE OF SETTLEMENT OF CLASS ACTION

Garate v. Lincare, Inc.
Superior Court of the State of California, County of San Diego
Case No. 37-2024-00026882-CU-OE-CTL
LWDA Case No. LWDA-CM- 1018928-24

To: All current and former non-exempt hourly employees employed by Lincare, Inc., (the “Company”) in California at any time between August 12, 2022, through March 4, 2026 (the “Class”), and all current and former non-exempt hourly employees employed by Lincare, Inc., at any time between March 27, 2023, through March 4, 2026 (the “Aggrieved Employees”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on September 18, 2026 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the “Settlement”).

FIRST NAME LAST NAME

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately \$ _____ as your share of the Net Settlement Amount should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you performed any work for the Company (referenced herein as “Workweeks” or Weeks Worked”) in California between August 12, 2022, and March 4, 2026 (the “Class Period”).

Additionally, the lawsuit seeks civil penalties under the California Private Attorneys General Act, Cal. Lab. Code section 2698, *et seq.* (“PAGA”) for all current and former hourly, nonexempt employees who were employed by the Company in California at any time from March 27, 2023, through March 4, 2026 (the “PAGA Period”), who are referred to as “Aggrieved Employees.”

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by August 3, 2026 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by August 3, 2026 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on September 18, 2026.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Garate v. Lincare, Inc.*, San Diego County Superior Court Case No. 37-2024-00026882-CU-OE-CTL (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between August 12, 2022, and March 4, 2026 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by the Company as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about June 3, 2024, Plaintiff filed a PAGA action which was later amended to include class claims for the following causes of action asserting: (1) failure to pay minimum and overtime wages; (2) failure to provide compliant rest periods and pay missed rest break premiums; (3) failure to provide compliant meal periods and pay missed meal period premiums; (4) failure to pay all sick time; (5) failure to pay all wages due and owing during employment and at separation; (6) failure to provide complete and accurate wage statements; (7) failure to reimburse necessary business expenses; and (8) deceptive, fraudulent, or otherwise unlawful business practices.

The Company denies these allegations and contends that it has done nothing wrong. The Company denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, which expressly denies any and all liability.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by the Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiff and the Class Members?

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IV. What are the terms of the Settlement?

On May 6, 2026, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company in California between August 12, 2022, and March 4, 2026 (the “Settlement Class”). Individuals who do not opt

out of the Settlement Class, pursuant to the procedures set forth in this Notice (“Class Members”) will be mailed Settlement checks and, in exchange, be bound by the Settlement and release of Released Claims.

Without admitting any wrongdoing, the Company has agreed to pay \$730,000 (the “Settlement Amount”) in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys’ fees and costs, payments to the California Labor and Workforce Development Agency (“LWDA”) and PAGA aggrieved employees, and Settlement Administration Costs, Class Representative Service Payments.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. (“ILYM”) to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$8,000, subject to Court approval, will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the LWDA. \$20,000 is allocated to PAGA Penalties and will be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, \$15,000 (75%) shall be paid to the LWDA in satisfaction of Plaintiff’s claims for civil penalties under the PAGA, and \$5,000 (25%) will be included in the Individual Settlement Amounts, payable to the Aggrieved Employees

The PAGA Period means March 27, 2023, through March 4, 2026.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of workweeks during which each Aggrieved Employee worked during the PAGA Period, relative to the total number of workweeks worked by all Aggrieved Employees during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will ask the Court to award the Class Representative a Service Payment in the amount of \$10,000 to the Plaintiff to compensate him for service and extra work provided on behalf of the Class Members, subject to Court approval. Should the Court approve a lesser amount for the Service Payments, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

Attorneys’ Fees and Expenses. Class Counsel, which includes two law firms (Falakassa Law, P.C. and Bokhour Law Group, P.C.), has been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The Court will determine the actual amount of attorneys’ fees awarded to Class Counsel, to be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of one-third (\$33.33%) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$30,000 for the costs Class Counsel incurred in connection with the Lawsuit. Should the Court approve a lesser amount than is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

Calculation of Individual Settlement Payments to Class Members.

After deducting Court approved attorneys’ fees and litigation costs, service awards to the Class Representatives, Settlement Administration Costs, and the amount allocated to PAGA penalties, the remaining portion of the Gross Settlement Amount will constitute the Net Settlement Amount. The Net Settlement Amount will be distributed to Participating Class Members, meaning Settlement Class Members who do not submit a timely Request for Exclusion.

Each Participating Class Member’s Individual Settlement Amount will be calculated based on the number of Workweeks worked by that Participating Class Member during the Class Period in California. This is determined by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member’s total Workweeks during the Class Period, and the denominator of which is the total Workweeks by all Participating Class Members during the Class Period.

If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

Based on Defendant’s records, you worked ____ Workweeks during the Class Period. Based on this information, your estimated Individual Settlement Amount for Class Claims is \$ ____.

PAGA Payments. \$20,000.00 is allocated to PAGA Penalties and will be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, \$15,000 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for civil penalties under the PAGA, and \$5,000 (25%) will be included in the Individual Settlement Amounts, payable to the Aggrieved Employees.

Based on Defendant's records, you worked ___ Pay Periods during the PAGA Period. Based on this information, your estimated PAGA payment is \$ ____

For each Settlement Class Member, the Weeks Worked at the Company during the Class Period will be calculated from Company's records. The Company's records indicate that you worked for ___ **Workweeks** in California during the Class Period of August 12, 2022, through March 4, 2026. If you disagree with the number of Workweeks attributed to you, you may submit written evidence to the Settlement Administrator by the deadline stated in this Notice. The Settlement Administrator will review the information and provide it to Class Counsel and Defense Counsel, who will meet and confer in good faith regarding the dispute. If counsel are unable to resolve the dispute, the issue will be submitted to the Court for a final determination. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. If any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the unclaimed funds will be paid to the California State Controller's Office in the name of the Class Member, so that the Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. Ten percent (10%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). Ninety percent (90%) of the Settlement Amount will be distributed to each participating Class Member as "interest" and "civil penalties" (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. No deduction will be taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. The Company will be responsible for paying its portion of any state and federal taxes, in addition to the Settlement Amount. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Company, and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment, and the Company funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Company as described below. Specifically, after Final Approval by the Court, the Settlement Class Members, for themselves and for their respective agents, spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, predecessors, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Defendant, and each of its subsidiaries, affiliates, parent companies, shareholders, predecessors, successors, and assigns, and each of their respective agents, officers, employees, directors, owners, attorneys, insurers, and reinsurers, as well as any alleged joint employer of Plaintiff, the Settlement Class Members, and the Allegedly Aggrieved Employees of all claims that were pled in the First Amended Complaint and all claims that reasonably could have been alleged in the First Amended Complaint based on the facts alleged therein, or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims for: (1) failure to pay minimum and overtime wages in violation of Labor Code sections 204, 510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and 516, and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to pay all sick time in violation of Labor Code section 246 and the applicable IWC Wage Order(s); (5) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (7) failure to reimburse

necessary business expenses in violation of Labor Code sections 2802–2804; (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); based on the foregoing and predicated upon Labor Code sections 98.6, 201, 202, 203, 204, 206.5, 210, 221, 226, 226.3, 226.7, 227.3, 246, 248.5, 510, 512(a), 516, 551, 552, 558, 558.1, 1102.5, 1174, 1174.4, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; and all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. These released claims and damages are hereinafter referred to as “Released Claims.” The time period governing these Released Class Claims shall be at any time from August 12, 2022, through March 4, 2026 (“Release Period”). Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

Likewise, the “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA, that were alleged or reasonably could have been alleged based on the facts, transactions, or allegations set forth in the operative Complaint and/or PAGA Notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including claims for: (1) failure to pay minimum and overtime wages in violation of Labor Code sections 204, 510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and 516, and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to pay all sick time in violation of Labor Code section 246 and the applicable IWC Wage Order(s); (5) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804, and all claims for PAGA penalties predicated upon Labor Code sections 98.6, 201, 202, 203, 204, 206.5, 210, 221, 226, 226.3, 226.7, 227.3, 246, 248.5, 510, 512(a), 516, 551, 552, 558, 558.1, 1102.5, 1174, 1174.4, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. The time period governing these Released PAGA Claims shall be at any time from March 27, 2023, through March 4, 2026.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Company and the Company will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than August 3, 2026 with your full name, address, telephone number, last four digits of the

social security number or date of birth, and signature of the Settlement Class Member requesting exclusion.. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE GARATE V. LINCARE, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT AND WILL NOT HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT.”

Send the Request for Exclusion directly to the Settlement Administrator, P.O. Box 2031, Tustin, CA 92781, **postmarked no later than August 3, 2026**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating your full name, address, telephone number, dates of employment with Defendant of the objecting Final Settlement Class Member, the case name and number, the basis for the objection. Objections can be in writing and must be mailed to the Settlement Administrator, P.O. Box 2031, Tustin, CA 92781, **by no later than August 3, 2026** for your objection to be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked. You may dispute your Weeks Worked by submitting evidence to the Settlement Administrator regarding your employment at the Company. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.**

If the Court rejects your objection, if you want to preserve your rights to appeal from judgment, including all rights to any post-judgment proceedings and appellate proceedings, then you must timely and properly become a party of record in this case by intervening or filing a motion to vacate the judgment. Please consult with an attorney to ensure you understand the proper procedure and timing to become a party of record by intervening in the action or filing a motion to vacate the judgment.

Any class member may appear at the Final Approval Hearing to make an oral objection whether or not any written objection or notice of appearance has been provided.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for September 18, 2026, at 9:30 a.m. in Department C72 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before August 3, 2026. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on September 18, 2026, at 9:30 a.m. in Department C72 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101.

You may also consult the Superior Court website to access documents by going to (<https://odyroa.sdcourt.ca.gov/Cases>) and entering the Case Number for the Action, Case No. 37-2024-00026882-CU-OE-CTL.

To confirm the date and location of the hearing, please visit the Court website below and enter the case number: 37-2024-00026882-CU-OE-CTL.

<https://odyroa.sdcourt.ca.gov/Cases>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at the Office of the Clerk, San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

Class Members are encouraged to appear remotely by contacting the Judicial Assistant in Department C72 for further instructions.

The Settlement Administrator will also post a copy of the final judgment on its website, which can be accessed at the following URL:

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**