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8 Attorneys for Plaintiff and the Class

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 ANNIE ALBRITTON, individually, and on
12 behalf of other members of the general public
13 similarly situated and on behalf of other
14 aggrieved employees pursuant to the California
15 Private Attorneys General Act;

16 Plaintiff,

17 vs.

18 ALLIED PROFESSIONAL NURSING CARE,
19 INC., a California corporation; and DOES 1
20 through 100, inclusive,

21 Defendants.

Case No.: CIVSB2124648

**DECLARATION OF MARKUS
BULTHUIS REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

22 I, **MARKUS BULTHUIS**, declare the following facts to be true and correct and if called
23 as a witness would testify competently to the same:

24 1. I am employed as a Senior Project Manager by Simpluris, Inc. ("Simpluris")
25 the settlement administrator in the above-entitled action. My business address is 3194-C
26 Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 415-2691. I
27 am over twenty-one years of age and authorized to make this declaration on behalf of
28 Simpluris and myself.

1 2. Simpluris, Inc. is a Class Action Settlement Administration company located
2 in Costa Mesa, CA. It is founded by individuals who have each managed thousands of
3 settlements, along with professionals in the areas of Software Development, Third-Party
4 Claims Administration, Mail-House Operations, and Call Center Support Management.

5 3. Simpluris was appointed by the Court as Settlement Administrator to
6 administer the Settlement in accordance with the terms of the Joint Stipulation of Class
7 Action and PAGA Settlement (the “Agreement” or “Settlement Agreement”).

8 Simpluris has been, and if the Court grants final approval of the Settlement, will be
9 responsible for, among other things: (a) printing and mailing in the Notice of Class
10 Action Settlement (“Class Notice”); (b) receiving undeliverable Class Notices; (c)
11 receiving and validating requests for exclusion, disputes, and objections; (d) calculating
12 individual settlement payments, distributing funds, and tax-reporting following final
13 approval; (e) mailing settlement checks; (f) answering questions from Class Members;
14 and (g) performing such other tasks necessary to effectuate the terms of the Settlement
15 or as the Parties mutually agree or the Court orders Simpluris to perform.

16 4. A toll-free telephone number was included in the [Class](#) Notice for the purpose
17 of allowing the Class Members to call Simpluris and to make inquiries regarding the
18 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in
19 operation throughout the settlement process. Callers have the option to speak with a live
20 call center representative during normal business hours or to leave a message and receive
21 a return call during non-business hours. The toll-free telephone number included in the
22 [Class](#) Notice was 833-593-7129.

23 5. On August 2, 2024, Simpluris received the Court-approved Class Notice.
24 The Class Notice advised Class Members of their right to opt out from the Settlement,
25
26
27
28

1 dispute employment information, object to the Settlement, or do nothing, and the
2 implications of each such action. The Class Notice advised Class Members of applicable
3 deadlines and other events, including the Final Approval Hearing, and how Class
4 Members could obtain additional information. The Class Notice was pre-printed with the
5 name and address of the Class Member and their estimated payment.
6

7 6. On August 21, 2024, Counsel for Defendant provided Simpluris with a
8 mailing list ("Class List") containing the full name, last known address, last known
9 telephone number, number of Workweeks worked during the Class Period, number of
10 Workweeks during the PAGA Period; Social Security number, and last known email
11 address for each Class Member. The Class List contained data for five hundred twenty-
12 six (526) Class Members. Simpluris identified eighty-five (85) Class Members from the
13 Class List who were also PAGA Members.
14

15 7. The mailing addresses contained in the Class List were processed and updated
16 utilizing the National Change of Address Database ("NCOA") maintained by the U.S.
17 Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service.
18 In the event that any individual had filed a U.S. Postal Service change of address request,
19 the address listed with the NCOA was utilized in connection with the mailing of the Class
20 Notices.
21

22 8. On September 17, 2024, after updating the mailing addresses through the
23 NCOA, Class Notices were mailed via First Class Mail to five hundred twenty-six (526)
24 Class Members contained in the Class List. A sample Class Notice is attached hereto as
25 **Exhibit A.**
26

27 9. As of this date, fifty-nine (59) Class Notices were returned by the post
28 office. For those without forwarding addresses, Simpluris attempted to find a forwarding

1 address using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used
2 the Class Member's name and previous address to locate a current address. Altogether,
3 Simpluris re-mailed thirty-seven (37) Class Notices to either; a new forwarding address
4 provided by the Post Office, a newfound address using Accurant, or a forwarding address
5 provided by the Class Member. Ultimately, twenty-two (22) Class Notices were
6 undeliverable.
7

8 10. The Net Settlement Amount of \$627,197.00 available to pay Settlement
9 Class Members was determined as follows:

11	Maximum Settlement Amount:	\$1,350,000.00
12	Less Attorneys' Fees (Requested)	-\$472,500.00
13	Less Litigation Costs (Requested)	-\$30,000.00
14	Less Plaintiff Enhancement Payment (Requested)	-\$10,000.00
15	Less PAGA Penalties	-\$200,000.00
16	<u>Less Settlement Administration:</u>	<u>-\$10,303.00</u>
17	NET SETTLEMENT AMOUNT	\$627,197.00

18
19
20 11. As of today, there are five hundred twenty-six (526) Settlement Class
21 Members who will receive a proportion of the Net Settlement Amount. The highest
22 estimated Individual Settlement Payment is \$5,195.08, the lowest estimated Individual
23 Settlement Payment is \$17.37, and the average estimated Individual Settlement Payment
24 is \$1,192.39. The highest estimated Individual PAGA Payment is \$1,117.07, the lowest
25 estimated Individual PAGA Payment is \$14.89, and the average estimated Individual
26 PAGA Payment is \$588.24.
27
28

12. As of today, Simpluris has not received any requests for exclusion from the Settlement. The deadline for Class Members to submit a request for exclusion was November 1, 2024.

13. Class Members who wished to object were directed to submit their objection to the Settlement Administrator. As of this date, Simpluris has not received any objections. The deadline for Class Members to submit an objection was November 1, 2024.

14. Class Members who wished to dispute the Workweeks credited to them were direct to submit their Workweeks Dispute to the Settlement Administrator. As of this date, Simpluris has not received any Workweeks Disputes. The deadline for Class Members to submit a Workweeks Dispute was November 1, 2024.

15. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are estimated to be \$10,303.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and preparation of the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Executed this 10th day of December, 2024, in Port Orchard, Washington.

Harold Benthin.

Markus Bulthuis

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Albritton v. Allied Professional Nursing Care, Inc.
Superior Court of California for the County of San Bernardino Case No. CIVSB2124648

«IMbJullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«Barcode_197799»

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Annie Albritton ("Plaintiff") and Defendant Allied Professional Nursing Care, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Albritton v. Allied Professional Nursing Care, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2124648 (the "Action"), which may affect your legal rights. On July 30, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on January 6, 2025, at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"Class Member" means a member of the Class.

"Class Period" means the time period from August 26, 2017 through July 30, 2024.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

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

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from March 22, 2023 through July 30, 2024.

II. BACKGROUND OF THE ACTION

On August 26, 2021, Plaintiff filed a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2124648. On March 22, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that she contends were violated (“LWDA Letter”). On May 29, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“First Amended Complaint”). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”) Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

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

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On July 30, 2024, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Annie Albritton as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$472,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (“Litigation Costs”)

to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) Administration Costs in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) to the Settlement Administrator; and (4) the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$150,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$50,000.00) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). A Workweek includes any week in which a Class Member had a time worked entry in Defendant’s timekeeping system. The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as fifteen percent (15%) wages, which will be reported on an IRS Form W-2, and eighty-five percent (85%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Point Value”) and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From August 26, 2017 through July 30, 2024 (i.e., Class Period), you are credited as having worked «MERGED_Sett_WW» Workweeks.

From March 22, 2023 through July 30, 2024 (i.e., PAGA Period), you are credited as having worked «MERGED_PAGA_WW» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of the Action (*Albritton v. Allied Professional Nursing Care, Inc.*, Case No. CIVSB2124648); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than November 1, 2024**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$«MERGED_Est_SettAmnt». The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«MERGED_Est_PAGAAmnt».

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the First Amended Complaint based on the factual allegations in the First Amended Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and First Amended Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders.

“Released Parties” means Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$472,500.00) (“Attorneys' Fees”) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys' Fees and Litigation Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and 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.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Action (*Albritton v. Allied Professional Nursing Care, Inc.*, Case No. CIVSB2124648); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than November 1, 2024** at the following address:

Albritton v. Allied Professional Nursing Care, Inc.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to

the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A written objection must: (1) contain the case name and number of the Action (*Albritton v. Allied Professional Nursing Care, Inc.*, Case No. CIVSB2124648); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than November 1, 2024**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S-26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on **January 6, 2025, at 8:30 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sb-court.org/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil/Appeals)", clicking "Click here to access the Portal," clicking "Smart Search," and typing in the Court Case Number "CIVSB2124648."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (833) 593-7129, OR YOU MAY ALSO CONTACT CLASS COUNSEL.