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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

FREDDIE BUNCH, ARNULFO LABIOS, and ASHLEY NICOLE ELLIOTT on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

NAPHCARE U.S., INC., an Alabama corporation; NAPHCARE OF SAN DIEGO LLC, a California limited liability company; NAPHCARE PHARMACY, LLC, an Alabama limited liability company, NAPHCARE US DE, LLC, a Delaware limited liability company; NAPHCARE WHOLESALE DISTRIBUTION, LLC, an Alabama limited liability company; NAPHCARE, INC., an Alabama corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00002535-CU-NP-CTL

[Assigned for All Purposes to the Honorable Judge Matthew C. Braner, Dept. C-60]

DECLARATION OF JARROD SALINAS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Final Approval Hearing:
Date: December 4, 2026
Time: 9:00 a.m.
Dept.: C-60

Complaint filed: January 19, 2024
Trial date: Not Set

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Attorneys for Plaintiff Ashley Nicole Elliott

DECLARATION OF JARROD SALINAS

I, Jarrod Salinas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Bunch v Naphcare U.S., Inc.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Class Action and PAGA Settlement Agreement ("*Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from January 19, 2020 to March 9, 2026 ("Class Period") and the number of workweeks that each Aggrieved Employee worked during the time period from January 20, 2023 to March 9, 2026 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On August 8, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member ("Class List") during the Class Period. The final mailing list contained five hundred sixty-one (561) individuals identified as Class Members.

4. On August 12, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On August 14, 2026, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all five hundred sixty-one (561) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

7. As of the date of this declaration, Phoenix has received two (2) Request for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was September 28, 2026. The Class Members who opted out are Michelle Kim and Rebecca Robinson.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was September 28, 2026.

9. As of the date of this declaration, Phoenix has received two (2) Workweek disputes from Class Members. The deadline for submitting a dispute was September 28, 2026. Phoenix has provided the disputes to Defense Counsel and is awaiting their response.

10. Following mailing of the Notice, the Parties identified an inadvertent omission in the data used to calculate PAGA Pay Periods for certain Aggrieved Employees who worked in San Diego, whose PAGA Pay Periods had been counted from November 6, 2023, rather than from the start of the PAGA Period, January 20, 2023. Using the corrected data and the same allocation methodology set forth in the Settlement Agreement, Phoenix recalculated the Individual PAGA Payments. The corrected calculations increased the total PAGA Pay Periods from eight thousand eight hundred sixty-one (8,861) to nine thousand five hundred seventy-five (9,575). The PAGA Amount did not change. As a result of the correction, three hundred thirty-five (335) Aggrieved Employees will receive an Individual PAGA Payment between $0.38 and $22.96 less than the amount listed on their Notice.

11. At the October 30, 2026 status conference, the Court directed that supplemental notice be provided to the Aggrieved Employees whose Individual PAGA Payments decreased as a result of the corrected calculations. On November 6, 2026, Phoenix mailed a Supplemental Notice of Corrected PAGA Payment ("Supplemental Notice") via U.S. first class mail, in English and Spanish, to the three hundred thirty-five (335) affected Aggrieved Employees. The Supplemental Notice informed each affected Aggrieved Employee of his or her corrected PAGA Pay Periods and corrected Individual PAGA Payment, and provided fourteen (14) days to submit a written dispute or objection. A true and correct copy of the Supplemental Notice is attached hereto as **Exhibit C**.

12. As of the date of this declaration, [zero (0)] Supplemental Notices have been returned to Phoenix.

13. As of the date of this declaration, Phoenix has received zero (0) disputes or objections in response to the Supplemental Notice. The deadline for submitting a dispute or objection in response to the Supplemental Notice was November 20, 2026.

14. There are five hundred (559) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 99.64% of the Class. Settlement Class Members have worked a collective total of twenty-seven thousand three hundred twenty-three (27,323) Workweeks during the Class Period. Each Workweek is valued at approximately $51.42.

15. The Escalator Clause of the Settlement Agreement indicates if the total number of Workweeks increases by more than 10% (i.e. more than 2,500 Workweeks), then the GSA will be increased by an amount proportional to the increase in Workweeks worked in excess of the estimated Workweeks stated above. For example, if the final number of total Workweeks is 11% more than the estimated number of Workweeks stated above, then the GSA will increase by 1%. Similarly, if during the course of this Settlement process, the total number of PAGA Pay Periods increases by more than 10% (i.e. more than 690 PAGA Pay Periods), then the PAGA Penalties will be increased by an amount proportional to the increase in PAGA Pay Periods worked in excess of the estimated PAGA Pay Periods stated above, whether or not the GSA increases as stated above in

this paragraph. For example, if the final number of total PAGA Pay Periods is 11% more than the estimated number of PAGA Pay Periods stated above, then the PAGA Penalties will increase by 1%, whether or not the GSA increases as stated above in this paragraph. Given the total workweeks was 27,323, the Escalator Clause was not triggered.

16. The Net Settlement Amount of $1,404,905.53 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($857,500.00), and Class Counsel costs ($32,844.47), requested Enhancement Payment to Plaintiff Bunch, Labios, and Elliot ($15,000.00 each, totaling $45,000.00), the PAGA Amount ($100,000.00), and the requested Settlement Administration Costs ($9,750.00) from the Gross Settlement Amount ($2,450,000.00).

17. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $13,726.28, the lowest Individual Settlement Payment to be paid is approximately $51.41, while the average Individual Settlement Payment to be paid is approximately $2,512.80. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

18. Additionally, $100,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or $65,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $35,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are three hundred ninety-eight (398) Aggrieved Employees who worked a total of nine thousand five hundred seventy-five (9,575) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $303.39, the lowest Individual PAGA Payment to be paid is approximately $3.66, while the average Individual PAGA Payment to be paid is approximately $87.94.

19. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

20. Phoenix's costs associated with the administration of this matter are $9,750.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on November 20, 2026 at Orange, California.

Jarrod Salinas
JARROD SALINAS

Exhibit A

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

Freddie Bunch, et al. v. Naphcare U.S., Inc., et al.

San Diego County Superior Court, Case No. 37-2024-00002535-CU-NP-CTL

The San Diego County Superior Court authorized this notice. Read it carefully!

It is 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 and representative action lawsuit ("Action") against NaphCare U.S., Inc., NaphCare of San Diego LLC, NaphCare Pharmacy, LLC, NaphCare US DE, LLC, NaphCare Wholesale Distribution, LLC, and NaphCare, Inc (Collectively "Defendants" or "**NAPHCARE**") for alleged wage and hour violations. The Action was filed by former employees, Arnulfo Labios, Ashley Nicole Elliott, and Freddie Bunch ("**Plaintiffs**") and seeks payment of (1) back wages, penalties, and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for NAPHCARE during the Class Period (January 19, 2020 to March 9, 2026); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for NAPHCARE during the PAGA Period (January 20, 2023 to March 9, 2026) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class settlement requiring NAPHCARE to fund Individual Class Payments, and (2) a PAGA settlement requiring NAPHCARE to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on NAPHCARE's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on NAPHCARE's records showing that **you worked «Total_Weeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» Pay Periods during the PAGA Period**. The number of Workweeks attributed to you will be calculated by the Settlement Administrator using NAPHCARE's records. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires NAPHCARE to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against NAPHCARE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against NAPHCARE that are covered by this Settlement (Released Claims).
EXCLUDE YOURSELF	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. However, even if you exclude yourself from the Class Settlement, you will still receive a portion of the PAGA Settlement and be bound by it if you worked during the PAGA Period. Non-Participating Class Members cannot object to any portion of the proposed Settlement.
OBJECT	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	The amount of your Individual Class Payment and PAGA Payment (if any) 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to NAPHCARE's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 25, 2026.

NAPHCARE will not retaliate against you for any actions you take with respect to the proposed settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

NAPHCARE's records indicate that you worked for NAPHCARE at some point(s) between January 19, 2020 and March 9, 2026, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendants during the "PAGA Period," which is January 20, 2023 through March 9, 2026.

If the Court grants Final Approval of the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit allege wage and hour violations against NAPHCARE related to (1) minimum and straight time wages; (2) overtime wages; (3) meal periods and meal period premiums; (4) rest periods and rest period premiums; (5) accurate itemized wage statements; (6) payment of final wages at termination; (7) reimbursement for business expenses; (8) production of requested employment records; (9) unfair business practices; and (10) civil penalties pursuant to PAGA based on the alleged violations of the California Labor Code listed above (the "Claims").

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

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or Defendants on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendants think that Plaintiffs' lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs' lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for NAPHCARE in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

NAPHCARE has agreed to pay a Gross Settlement Amount ("Gross Settlement Amount" or "GSA") of up to $2,450,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of up to thirty-five percent (35%) of the GSA, currently estimated to total $857,500.00 and reimbursement for actual litigation costs incurred; an Enhancement Award of up to $15,000.00 to each Plaintiff (for Plaintiffs' work and efforts prosecuting this case and Plaintiffs' broader general release); a PAGA Penalties payment of $100,000.00 to resolve the PAGA claims ("PAGA Penalties"); and Settlement Administration Costs in an amount not to exceed $9,750.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount is the "Net Settlement Amount" or the "NSA." The NSA will be apportioned and paid out as Individual Class Payments to the Settlement

Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $100,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or $65,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or $35,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in NAPHCARE's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (January 19, 2020 through to March 9, 2026). Ninety percent (90%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and ten percent (10%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 10% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for NAPHCARE during the PAGA Period, you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on December 4, 2026, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date and the Court's approval of the Settlement becoming final, including resolution of any appeals, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees after the Settlement is fully funded, which will not occur until approximately 24 days after the Effective Date.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against NAPHCARE concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against NAPHCARE and NAPHCARE's officers, directors, managerial employees, and agents ("Released Parties"). The releases become effective once the GSA is fully funded by NAPCHARE.

Released Class Claims: *Upon Defendants' payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Class Members (other than those who submit timely and valid requests for exclusion) as to the Released Parties are all claims arising during the Class Period which were asserted against Defendant in the Operative Complaint filed in the Actions or which reasonably could have been asserted against Defendants based on the factual allegations stated the Operative Complaint filed in the Actions to include claims related to meal and rest period*

violations; failure to pay minimum wage; failure to pay overtime, meal and rest periods and sick pay at the regular rate of pay; off-the-clock work; failure to pay wages for time spent in security screenings; and derivative penalties related to wage statements, late or timely payment of wages, wages paid at termination, maintenance and production of personnel and wage records and PAGA penalties.

Released PAGA Claims: *Upon Defendants' payment in full of the Gross Settlement Amount and the employer's share of payroll taxes attributable to the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Aggrieved Employees—including Non-Participating Class Members who are Aggrieved Employees—and by the State of California as to the Released Parties are all claims for civil penalties under the California Private Attorneys General Act of 2004 ("PAGA") arising during the PAGA Period that (a) were asserted against Defendants in Plaintiffs' PAGA Notices preceding the Action and/or in the Operative Complaint filed in the Actions, or (b) reasonably could have been asserted against Defendants based on the factual allegations stated in Plaintiffs' PAGA Notices preceding the Actions (and/or any amended notices) and/or the Operative Complaint filed in the Action.*

EXCLUDING YOURSELF FROM THE SETTLMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than September 28, 2026. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Phoenix Settlement Administrators
NaphCare U.S., Inc., et al. Settlement
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for NAPHCARE during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) NAPHCARE in the future for the claims alleged in this Action.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue NAPHCARE for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **September 28, 2026**.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLMENT?

Only if you are an Aggrieved Employee. Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement, so they will receive their portion of the PAGA Penalties even if they exclude themselves from the rest of the Settlement. However, if you timely exclude yourself from the Settlement, you will not receive any of the Net Settlement Amount and you will retain the right to pursue your own legal action against NAPHCARE for violations other than the Released PAGA Claims described above, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC, Rist Law Office, LC, and Otkupman Law Firm, LC, are qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

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Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile: (888) 850-1310

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to **$857,500.00** (or thirty-five percent of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to **$32,844.47**, in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiffs Arnulfo Labios, Ashley Nicole Elliott, and Freddie Bunch, in the amount of up to $**15,000.00** each, in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representatives. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection.

Written objections and notices of intent to appear at the Final Approval Hearing must be mailed, emailed, or faxed to the Settlement Administrator and postmarked on or before September 28, 2026, at the following address:

Phoenix Settlement Administrators
NaphCare U.S., Inc., et al. Settlement
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

The written objection should state your name, telephone number, and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at 9:00 a.m., on December 4, 2026, in Dept C-60 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Phoenix Settlement Administrators, by calling toll free 1-(800) 523-5773, or you can write to the Administrator at the following address:

Phoenix Settlement Administrators
NaphCare U.S., Inc., et al. Settlement
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
Website: bunch-v-naphcare.phoenixcases.com

PLEASE DO NOT TELEPHONE THE COURT OR NAPHCARE'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

AVISO APROBADO POR EL TRIBUNAL SOBRE EL ACUERDO DE DEMANDA COLECTIVA Y DE PAGA Y LA FECHA DE LA AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

Freddie Bunch, et al. v. Naphcare U.S., Inc., et al.

Tribunal Superior del Condado de San Diego, Caso No. 37-2024-00002535-CU-NP-CTL

El Tribunal Superior del Condado de San Diego autorizó este aviso. ¡Léalo detenidamente!

No es correo basura, spam, publicidad ni una solicitud de un abogado. A usted no se le está Demandando.

Es posible que usted tenga derecho a recibir dinero de una Demanda Colectiva y representativa de empleados (la "Acción") presentada en contra de NaphCare U.S., Inc., NaphCare of San Diego LLC, NaphCare Pharmacy, LLC, NaphCare US DE, LLC, NaphCare Wholesale Distribution, LLC y NaphCare, Inc. (colectivamente, las "Demandadas" o "**NAPHCARE**") por presuntas infracciones de las leyes de salarios y horas de trabajo. La Acción fue presentada por los exempleados Arnulfo Labios, Ashley Nicole Elliott y Freddie Bunch (los "**Demandantes**") y solicita el pago de (1) salarios atrasados, sanciones y otras medidas de reparación para una Clase de empleados no exentos o pagados por hora (los "Miembros de la Clase") que trabajaron para NAPHCARE durante el Período de la Clase (del 19 de enero de 2020 al 9 de marzo de 2028); y (2) sanciones conforme a la Ley de Procuradores Generales Privados de California ("PAGA") para todos los Miembros de la Clase que trabajaron para NAPHCARE durante el Período PAGA (del 20 de enero de 2023 al 9 de marzo de 2028) (los "Empleados Agraviados").

El Acuerdo propuesto tiene dos partes principales: (1) un acuerdo de la Clase que exige que NAPHCARE financie los Pagos Individuales de la Clase, y (2) un acuerdo PAGA que exige que NAPHCARE financie los Pagos Individuales PAGA y pague las Sanciones PAGA a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA").

Con base en los registros de NAPHCARE y en los supuestos actuales de las Partes, **se estima que su Pago Individual de la Clase será de «ESA_Before_Paga» (menos las retenciones) y que su Pago Individual PAGA será de «PAGA_Amount».** El monto que usted en efecto reciba, probablemente será distinto y dependerá de diversos factores. (Si no se indica ningún monto para su Pago Individual PAGA, entonces, según los registros de las Demandadas, usted no tiene derecho a un Pago Individual PAGA conforme al Acuerdo porque no trabajó durante el Período PAGA).

Los cálculos anteriores se basan en los registros de NAPHCARE, los cuales indican que **usted trabajó «Total_Weeks» Semanas Laborales durante el Período de la Clase y que trabajó «PAGA_Pay_Periods» Períodos de Pago durante el Período PAGA**. El número de Semanas Laborales que se le atribuyen será calculado por el Administrador del Acuerdo utilizando los registros de NAPHCARE. Si usted considera que trabajó más durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite.

El Tribunal ya aprobó preliminarmente el Acuerdo propuesto y aprobó este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación definitiva del Acuerdo. Sus derechos legales se ven afectados, ya sea que usted actúe o no actúe. **LEA ESTE AVISO DETENIDAMENTE**. Se considerará que usted lo ha leído y comprendido. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y cuánto del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes (los "Abogados de la Clase"). El Tribunal también decidirá si dicta una sentencia que exija a NAPHCARE realizar los pagos conforme al Acuerdo y que exija a los Miembros de la Clase y a los Empleados Agraviados renunciar a sus derechos de hacer valer ciertas reclamaciones en contra de NAPHCARE.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
NO HACER NADA	Si usted no hace nada, será un Miembro Participante de la Clase, con derecho a un Pago Individual de la Clase y a un Pago Individual PAGA (si corresponde). A cambio, renunciará a su derecho de hacer valer en contra de NAPHCARE las reclamaciones salariales cubiertas por este Acuerdo (Reclamaciones Exoneradas).
EXCLUIRSE	Si usted no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo de la Clase enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, usted será un Miembro No Participante de la Clase y ya no tendrá derecho a un Pago Individual de la Clase. Sin embargo, aun si usted se excluye del Acuerdo de la Clase, de todos modos recibirá una parte del Acuerdo PAGA y quedará obligado por él si trabajó durante el Período PAGA. Los Miembros No Participantes de la Clase no pueden objetar ninguna parte del Acuerdo propuesto.
OBJETAR	Todos los Miembros de la Clase que no se excluyan (los "Miembros Participantes de la Clase") pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si aprueba definitivamente el Acuerdo incluirá una determinación de cuánto se pagará a los Abogados de la Clase y a los Demandantes que llevaron adelante la Acción en nombre de la Clase. Usted no es responsable personalmente de ningún pago a los Abogados de la Clase ni a los Demandantes, pero cada dólar pagado a los Abogados de la Clase y a los Demandantes reduce el monto total pagado a los Miembros Participantes de la Clase. Usted puede objetar los montos solicitados por los Abogados de la Clase o por los Demandantes si considera que no son razonables.

IMPUGNAR SU NÚMERO DE SEMANAS LABORALES Y/O PERÍODOS DE PAGO	El monto de su Pago Individual de la Clase y de su Pago PAGA (si corresponde) depende, respectivamente, de cuántas semanas laborales trabajó usted al menos un día durante el Período de la Clase y de cuántos Períodos de Pago trabajó al menos un día durante el Período PAGA. El número de Semanas Laborales del Período de la Clase y el número de Períodos de Pago del Período PAGA que usted trabajó, según los registros de NAPHCARE, se indican en la primera página de este Aviso. Si usted no está de acuerdo con cualquiera de esas cifras, debe impugnarla a más tardar el 25 de septiembre de 2026.

NAPHCARE no tomará represalias en su contra por cualquier acción que usted realice con respecto al acuerdo propuesto.

INFORMACIÓN BÁSICA

1. ¿POR QUÉ ESTOY RECIBIENDO ESTE AVISO?

Los registros de NAPHCARE indican que usted trabajó para NAPHCARE en algún momento entre el 19 de enero de 2020 y el 9 de marzo de 2028 y que, por lo tanto, es miembro de la Clase para los efectos de este Acuerdo.

Usted recibió este Aviso porque tiene derecho a conocer el Acuerdo propuesto de la Acción y todas sus opciones antes de que el Tribunal decida si aprueba definitivamente el Acuerdo. El Acuerdo resolverá todas las reclamaciones de los Miembros de la Clase, las cuales se describen a continuación, correspondientes al Período de la Clase. El Acuerdo también resolverá las reclamaciones de sanciones civiles presentadas conforme a la Ley de Procuradores Generales Privados de California ("PAGA"). Si usted es un Miembro de la Clase, también es un "Empleado Agraviado" si trabajó para las Demandadas durante el "Período PAGA", que va del 20 de enero de 2023 al 9 de marzo de 2028.

Si el Tribunal otorga la Aprobación Definitiva del Acuerdo, un Administrador del acuerdo designado por el Tribunal emitirá a los Miembros de la Clase los pagos previstos en el Acuerdo. Se le recomienda mantener siempre actualizada su dirección ante el Administrador (la información de contacto del Administrador se encuentra en la Sección 12, abajo).

Este paquete de Aviso explica las alegaciones y los antecedentes de la Demanda, el Acuerdo, sus derechos legales, qué beneficios están disponibles, quiénes tienen derecho a ellos y cómo recibirlos.

2. ¿DE QUÉ SE TRATA LA DEMANDA?

Los Demandantes en la Demanda alegan infracciones de las leyes de salarios y horas de trabajo por parte de NAPHCARE relacionadas con (1) el salario mínimo y los salarios de tiempo regular; (2) los salarios de horas extras; (3) los períodos de comida y el pago de prima por períodos de comida; (4) los períodos de descanso y el pago de prima por períodos de descanso; (5) los comprobantes de pago detallados y exactos; (6) el pago de los salarios finales al momento de la terminación; (7) el reembolso de gastos laborales; (8) la entrega de los registros de empleo solicitados; (9) las prácticas comerciales desleales; y (10) las sanciones civiles conforme a PAGA con base en las presuntas infracciones del Código Laboral de California antes enumeradas (las "Reclamaciones").

NAPHCARE niega enérgicamente haber infringido ley alguna o haber dejado de pagar salario alguno, y sostiene que cumplió con todas las leyes aplicables.

3. ¿POR QUÉ SE TRATA DE UNA DEMANDA COLECTIVA?

En una Demanda colectiva laboral, una o más personas denominadas "Representantes de la Clase" (en este caso, los Demandantes) Demandan en nombre de todos los trabajadores que, según sostienen, tienen reclamaciones similares. Todos esos trabajadores conforman una Clase o son Miembros de la Clase. Presentar una sola Demanda, en lugar de muchas Demandas pequeñas, ahorra dinero, tiempo y recursos judiciales. El tribunal resuelve las cuestiones para todos los Miembros de la Clase, salvo para quienes se excluyan de la Clase.

4. ¿POR QUÉ HAY UN ACUERDO?

El Tribunal no falló a favor de los Demandantes ni de las Demandadas sobre el fondo de las reclamaciones alegadas en la Demanda. Los Demandantes consideran que ganarían en juicio. Las Demandadas consideran que la Demanda de los Demandantes no llegaría a juicio y/o que los Demandantes no ganarían en juicio. Sin embargo, no ha habido juicio. En cambio, reconociendo el riesgo que ambas Partes enfrentan si el caso continuara, las Partes han acordado una conciliación negociada. De esta manera, todas las Partes evitan el costo de preparar y llevar a cabo un juicio y el riesgo de perder el derecho a un juicio, y los trabajadores afectados por las presuntas infracciones reciben una compensación. El Acuerdo representa una transacción y conciliación de reclamaciones altamente controvertidas. Los Demandantes, así como los abogados de los Demandantes (denominados los "Abogados de la Clase"), consideran que el Acuerdo es justo y razonable y que responde al mejor interés de todos los Miembros de la Clase.

¿QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO?

5. ¿QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO?

Si usted recibió este Aviso, es un Miembro de la Clase para los efectos del acuerdo. La Clase incluye: todas las personas que trabajaron para NAPHCARE en California como empleados pagados por hora o no exentos en cualquier momento durante el Período de la Clase, incluidos los empleados actuales y anteriores.

6. ¿HAY EXCEPCIONES A LA INCLUSIÓN?

Usted no es un Miembro de la Clase si ya resolvió las reclamaciones invocadas en esta Demanda, ya sea mediante un acuerdo o mediante un procedimiento legal independiente (es decir, otra Demanda).

LOS BENEFICIOS DEL ACUERDO: LO QUE USTED RECIBE

7. ¿QUÉ ESTABLECE EL ACUERDO?

NAPHCARE aceptó pagar un Monto Bruto del Acuerdo ("Monto Bruto del Acuerdo" o "GSA", por sus siglas en inglés) de hasta $2,450,000.00 para conciliar la Demanda. Del GSA, los Abogados de la Clase solicitarán al Tribunal honorarios de abogados de hasta el treinta y cinco por ciento (35%) del GSA, que actualmente se estiman en un total de $857,500.00, y el reembolso de las costas de litigio efectivamente incurridas; un Pago por Servicio al Representante de la Clase de hasta $15,000.00 para cada Demandante (por el trabajo y los esfuerzos de los Demandantes en la tramitación de este caso y por la exoneración general más amplia otorgada por los Demandantes); un pago de Sanciones PAGA de $100,000.00 para resolver las reclamaciones PAGA (las "Sanciones PAGA"); y Costos de Administración del Acuerdo por un monto que no excederá los $9,750.00. El monto exacto de los Honorarios de los Abogados de la Clase y los Gastos de Litigio, del Pago por Servicio al Representante de la Clase y de los Costos de Administración será determinado por el Tribunal en la audiencia de Aprobación Definitiva. La porción restante del monto del Acuerdo es el "Monto Neto del Acuerdo" o el "NSA". El NSA se prorrateará y se pagará como Pagos Individuales de la Clase a los Miembros de la Clase del Acuerdo, que son los Miembros de la Clase que no solicitan ser excluidos ("excluirse") del Acuerdo.

Pago de Sanciones PAGA: Como parte de la porción PAGA del Acuerdo, las Partes solicitarán al Tribunal que apruebe un pago de Sanciones PAGA de $100,000.00 en conciliación de las reclamaciones de sanciones civiles conforme a PAGA. Conforme a lo exigido por PAGA, el 65% del pago de Sanciones PAGA, es decir, $65,000.00, se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California. El 35% restante del pago de Sanciones PAGA, es decir, $35,000.00, se distribuirá a los Empleados Agraviados como Pagos Individuales PAGA.

8. ¿DE CUÁNTO SERÁ MI PAGO?

En la primera página de este Aviso aparece una estimación de su Pago Individual de la Clase. Si usted también es un Empleado Agraviado, en la primera página de este Aviso también aparecerá una estimación de su Pago Individual PAGA.

Pago Individual de la Clase: Su Pago Individual de la Clase se basa en el número de Semanas Laborales que usted trabajó, según consta en los registros de NAPHCARE, en comparación con el número total de Semanas Laborales trabajadas por todos los Miembros de la Clase durante el Período de la Clase (del 19 de enero de 2020 al 9 de marzo de 2028). El noventa por ciento (90%) del Pago Individual de la Clase de cada Miembro de la Clase se tratará como un pago en conciliación de las presuntas reclamaciones de sanciones e intereses y será declarado por el Administrador del Acuerdo en un Formulario 1099, y el diez por ciento (10%) del Pago Individual de la Clase de cada Miembro de la Clase se tratará como un pago en conciliación de las presuntas reclamaciones de salarios no pagados. Al 10% asignado a salarios no pagados se le aplicarán las retenciones y deducciones de impuestos sobre la nómina que correspondan y se declarará en un Formulario W-2.

Pago Individual PAGA: Si usted trabajó para NAPHCARE durante el Período PAGA, también es un "Empleado Agraviado" y recibirá un Pago Individual PAGA además de su Pago Individual de la Clase. Los Pagos Individuales PAGA se basan en el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado en comparación con la cantidad total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados durante el Período PAGA. El cien por ciento (100%) del Pago Individual PAGA de cada Empleado Agraviado se caracterizará como sanciones y no se le aplicarán retenciones ni deducciones de impuestos sobre la nómina. El Pago Individual PAGA será declarado por el Administrador del Acuerdo en un Formulario 1099 del IRS. En la primera página de este Aviso aparece una estimación de su Pago Individual PAGA previsto.

Para los Miembros de la Clase que también son Empleados Agraviados, su Pago Individual de la Clase se combinará con su Pago Individual PAGA, y recibirán un solo cheque por los pagos combinados. Si un Miembro de la Clase decide excluirse del Acuerdo, de todos modos recibirá un Pago Individual PAGA, ya que los Empleados Agraviados no pueden excluirse de la porción PAGA del Acuerdo.

CÓMO RECIBE USTED UN PAGO

9. ¿CÓMO RECIBO UN PAGO?

Usted no necesita hacer nada para recibir un pago. Sin embargo, si considera que el número de Semanas Laborales o de Períodos de Pago PAGA que trabajó es incorrecto, sírvase corregirlo y presentar cualquier prueba que lo respalde al Administrador del acuerdo, cuya información de contacto se indica en la Sección 12, abajo.

10. ¿CUÁNDO RECIBIRÍA MI PAGO?

El Tribunal celebrará una Audiencia de Aprobación Definitiva el 4 de diciembre de 2026 para decidir si aprueba el Acuerdo. Si el Juez aprueba el Acuerdo y alguien objeta, es posible que haya apelaciones. Siempre es incierto cuándo podrán resolverse esas objeciones y apelaciones, y resolverlas puede tomar tiempo. Si no hay objeciones, la Fecha de Entrada en Vigor del Acuerdo será la fecha en que se dicte la Orden del Tribunal que otorgue la aprobación definitiva.

Después de la Fecha de Entrada en Vigor y una vez que la aprobación del Acuerdo por parte del Tribunal sea firme, incluida la resolución de cualquier apelación, los Pagos Individuales de la Clase y los Pagos Individuales PAGA se enviarán por correo a los Miembros Participantes de la Clase y a los Empleados Agraviados después de que el Acuerdo esté totalmente financiado, lo cual no ocurrirá sino aproximadamente 24 días después de la Fecha de Entrada en Vigor.

Los cheques del acuerdo deben cobrarse puntualmente al recibirlos. El producto de los cheques que permanezcan sin cobrar después de 180 días desde la fecha de emisión se remitirá al Fondo de Bienes No Reclamados del Estado de California a nombre de cada Miembro

Participante de la Clase y/o Empleado Agraviado que no haya cobrado su cheque del acuerdo. Si su cheque del acuerdo se pierde o se extravía, debe comunicarse de inmediato con el Administrador del Acuerdo para solicitar un reemplazo. Usted puede buscar bienes no reclamados en el sitio web del Estado en: https://www.sco.ca.gov/search_upd.html

Para obtener información actualizada sobre el estado de los pagos, sírvase comunicarse con el Administrador del Acuerdo (vea la Sección 12).

11. ¿A QUÉ RENUNCIO PARA RECIBIR UN PAGO?

Si el Tribunal aprueba este Acuerdo y salvo que usted se excluya, usted se convertirá en un Miembro Participante de la Clase, lo que significa que no podrá Demandar, continuar Demandando ni formar parte de ninguna otra Demanda en contra de NAPHCARE respecto de las reclamaciones legales que se resuelven en este Acuerdo. En concreto, usted renunciará o "exonerará" las Reclamaciones Exoneradas de la Clase que se describen a continuación en contra de NAPHCARE y de los funcionarios, directores, empleados gerenciales y agentes de NAPHCARE (las "Partes Exoneradas"). Las exoneraciones entran en vigor una vez que NAPHCARE financie en su totalidad el GSA.

Reclamaciones Exoneradas de la Clase: *Una vez que las Demandadas hayan pagado en su totalidad el GSA y los impuestos a cargo del empleador correspondientes a la porción del Acuerdo asignada a la conciliación de reclamaciones salariales, las reclamaciones renunciadas, exoneradas y liberadas por los Miembros de la Clase (salvo aquellos que presenten solicitudes de exclusión oportunas y válidas) respecto de las Partes Exoneradas son todas las reclamaciones surgidas durante el Período de la Clase que fueron invocadas en contra de la Demandada en la Demanda Operativa presentada en las Acciones o que razonablemente podrían haberse invocado en contra de las Demandadas con base en las alegaciones fácticas expuestas en la Demanda Operativa presentada en las Acciones, incluidas las reclamaciones relacionadas con infracciones de los períodos de comida y de descanso; el no pago del salario mínimo; el no pago de las horas extras, de los períodos de comida y de descanso y de la licencia por enfermedad a la tarifa regular de pago; el trabajo realizado fuera del horario registrado; el no pago de salarios por el tiempo dedicado a revisiones de seguridad; y las sanciones derivadas relacionadas con los comprobantes de pago, el pago tardío o puntual de los salarios, los salarios pagados al momento de la terminación, la conservación y entrega de los registros de personal y de salarios, y las sanciones PAGA.*

Reclamaciones PAGA Exoneradas: *Una vez que las Demandadas hayan pagado en su totalidad el Monto Bruto del Acuerdo y la parte del empleador de los impuestos sobre la nómina atribuibles a la porción del Acuerdo asignada a la conciliación de reclamaciones salariales, las reclamaciones renunciadas, exoneradas y liberadas por los Empleados Agraviados —incluidos los Miembros No Participantes de la Clase que sean Empleados Agraviados— y por el Estado de California respecto de las Partes Exoneradas son todas las reclamaciones de sanciones civiles conforme a la Ley de Procuradores Generales Privados de California de 2004 ("PAGA") surgidas durante el Período PAGA que (a) fueron invocadas en contra de las Demandadas en los Avisos PAGA de los Demandantes previos a la Acción y/o en la Demanda Operativa presentada en las Acciones, o (b) razonablemente podrían haberse invocado en contra de las Demandadas con base en las alegaciones fácticas expuestas en los Avisos PAGA de los Demandantes previos a las Acciones (y/o en cualesquiera avisos enmendados) y/o en la Demanda Operativa presentada en la Acción.*

CÓMO EXCLUIRSE DEL ACUERDO

12. ¿CÓMO ME EXCLUYO DEL ACUERDO?

Para excluirse del Acuerdo, usted debe enviar al Administrador del Acuerdo una solicitud de exclusión escrita y firmada, con matasellos a más tardar 60 días después del envío por correo del Aviso a la Clase. Asegúrese de incluir su nombre, dirección y número de teléfono, y cualquier otra información que considere útil para que el Administrador del acuerdo pueda identificarlo. Puede enviar su solicitud de exclusión al Administrador del acuerdo a:

Phoenix Settlement Administrators
NaphCare U.S., Inc., et al. Settlement
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

Si usted solicita ser excluido del Acuerdo, no quedará legalmente obligado por nada de lo que ocurra en la Acción, salvo en lo relativo a la conciliación de la reclamación PAGA. Si usted solicita ser excluido del Acuerdo, no podrá objetar el Acuerdo y no recibirá un Pago Individual de la Clase, pero de todos modos recibirá un Pago Individual PAGA si trabajó para NAPHCARE durante el Período PAGA. Si usted solicita ser excluido, es posible que pueda Demandar (o continuar Demandando) a NAPHCARE en el futuro por las reclamaciones alegadas en esta Acción.

13. SI NO ME EXCLUYO, ¿PUEDO DEMANDAR A LAS DEMANDADAS POR LO MISMO MÁS ADELANTE?

No. Salvo que usted se excluya, renuncia a todo derecho de Demandar a NAPHCARE por las reclamaciones que este Acuerdo resuelve. Si usted tiene una Demanda pendiente, hable de inmediato con su abogado en ese caso. Usted debe excluirse de esta Clase para continuar con su propia Demanda. Recuerde que la fecha límite de exclusión es de **60 días** después del envío por correo del Aviso a la Clase.

14. SI ME EXCLUYO, ¿PUEDO RECIBIR DINERO DE ESTE ACUERDO?

Solo si usted es un Empleado Agraviado. Los Empleados Agraviados no pueden excluirse de la porción PAGA del Acuerdo, por lo que

recibirán su parte de las Sanciones PAGA aun si se excluyen del resto del Acuerdo. Sin embargo, si usted se excluye oportunamente del Acuerdo, no recibirá nada del Monto Neto del Acuerdo y conservará el derecho de ejercer su propia acción legal en contra de NAPHCARE por infracciones distintas de las Reclamaciones PAGA Exoneradas antes descritas, si así lo desea.

LOS ABOGADOS QUE LO REPRESENTAN EN ESTA DEMANDA

15. ¿TENGO UN ABOGADO EN ESTE CASO?

El Tribunal ha determinado que Wilshire Law Firm, PLC, Rist Law Office, LC, y Otkupman Law Firm, LC, están calificados para representarlo a usted y a los Miembros de la Clase en la Demanda. Estos abogados se denominan Abogados de la Clase, y su información de contacto se indica a continuación. Si usted desea ser representado por su propio abogado, puede contratar uno por su propia cuenta.

WILSHIRE LAW FIRM
Tyler J. Woods, Esq. (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
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RIST LAW OFFICE, LC
Thomas A. Rist (SBN 238090)
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(619) 377-4660

OTKUPMAN LAW FIRM, A LAW CORPORATION
Roman Otkupman, Esq. (SBN 249423)
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5743 Corsa Ave., Suite 123,
Westlake Village, CA 91362
Teléfono: (818) 293-5623
Fax: (888) 850-1310

16. ¿CÓMO SE LES PAGARÁ A LOS ABOGADOS?

Los Abogados de la Clase solicitarán al Tribunal que apruebe hasta **$857,500.00** (o el treinta y cinco por ciento del GSA) por los honorarios de abogados incurridos en la investigación de los hechos, el litigio del caso y la negociación del Acuerdo. Los Abogados de la Clase también solicitarán la aprobación del Tribunal de hasta **$32,844.47** en gastos de litigio incurridos en este asunto. El Tribunal puede otorgar a los Abogados de la Clase menos de lo que solicitan. Los Abogados de la Clase también solicitarán al Tribunal que apruebe un pago a los Demandantes Arnulfo Labios, Ashley Nicole Elliott y Freddie Bunch, por un monto de hasta $**15,000.00** cada uno, además del Pago Individual de la Clase y del Pago Individual PAGA de los Demandantes, por la iniciativa, el riesgo y el tiempo y la energía que los Demandantes han dedicado al servicio de la Clase como Representantes de la Clase. El Tribunal puede otorgar a un Representante de la Clase menos de lo solicitado.

CÓMO OBJETAR EL ACUERDO

Usted puede y tiene derecho a informar al Tribunal que no está de acuerdo con el Acuerdo o con alguna parte de él.

17. ¿CÓMO LE INFORMO AL TRIBUNAL QUE OBJETO EL ACUERDO?

Si usted considera que el Acuerdo no es justo, puede objetar una parte o la totalidad del Acuerdo. Usted puede objetar el Acuerdo en persona en la Audiencia de Aprobación Definitiva o puede presentar una objeción por escrito. Las objeciones por escrito y los avisos de intención de comparecer en la Audiencia de Aprobación Definitiva deben enviarse por correo postal, correo electrónico o fax al Administrador del Acuerdo, con matasellos en o antes del 25 de septiembre de 2026, a la siguiente dirección:

Phoenix Settlement Administrators
NaphCare U.S., Inc., et al. Settlement
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

La objeción por escrito debe indicar su nombre, número de teléfono y dirección, y describir todas las razones legales y fácticas por las cuales usted objeta los términos del Acuerdo. También debe incluir o adjuntar cualesquiera documentos en los que se base su objeción. Si el Tribunal desestima la objeción en la audiencia de Aprobación Definitiva, el Acuerdo de Conciliación será aprobado y usted recibirá su pago. Si usted no presenta una objeción por escrito, de todos modos puede comparecer en la audiencia de Aprobación Definitiva para expresar su objeción o simplemente para observar el procedimiento.

18. ¿CUÁL ES LA DIFERENCIA ENTRE OBJETAR Y SOLICITAR LA EXCLUSIÓN?

Objetar es simplemente informar al Tribunal que usted no está de acuerdo con algo del Acuerdo. Usted solo puede objetar si permanece en la Clase.

Solicitar la exclusión es informar al Tribunal que usted no desea formar parte de la Clase. Si usted se excluye, no tiene fundamento para objetar porque el caso ya no lo afecta, y no recibe dinero alguno de este Acuerdo. Si usted presenta tanto una objeción como una solicitud de exclusión del acuerdo, prevalecerá la solicitud de exclusión y no recibirá dinero alguno de este acuerdo.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

El Tribunal celebrará una Audiencia de Aprobación Definitiva para decidir si aprueba el Acuerdo. Usted puede asistir y puede solicitar la palabra, pero no está obligado a hacerlo.

19. ¿CUÁNDO Y DÓNDE DECIDIRÁ EL TRIBUNAL SI APRUEBA EL ACUERDO?

El Tribunal celebrará una Audiencia de Aprobación Definitiva a las 9:00 a.m. del 4 de diciembre de 2026, en Dept C-60 para determinar si el Acuerdo debe aprobarse definitivamente por ser justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará en ese momento. También se solicitará al Tribunal que apruebe las solicitudes del Pago por Servicio al Representante de la Clase y de los Pagos de Honorarios de los Abogados de la Clase y de Gastos de Litigio.

20. ¿TENGO QUE ASISTIR A LA AUDIENCIA?

No. Los Abogados de la Clase responderán las preguntas que el Tribunal pueda tener. Sin embargo, usted es bienvenido a asistir. Si envía una objeción, no tiene que acudir al Tribunal para hablar de ella. Siempre que haya enviado su objeción por escrito al administrador del acuerdo a tiempo, el Tribunal la considerará. También puede pagar a su propio abogado para que asista, pero no es necesario.

SI USTED NO HACE NADA

21. ¿QUÉ SUCEDE SI NO HAGO NADA EN ABSOLUTO?

Si usted no hace nada, recibirá un pago del Acuerdo y quedará obligado por los términos del Acuerdo, lo que significa que no podrá iniciar una Demanda, continuar una Demanda ni formar parte de ninguna otra Demanda en contra de las Demandadas respecto de las cuestiones legales de la Acción.

CÓMO OBTENER MÁS INFORMACIÓN

22. ¿CÓMO OBTENGO MÁS INFORMACIÓN?

Usted puede comunicarse con los Abogados de la Clase utilizando la información de contacto indicada arriba en la Sección 15 si tiene alguna pregunta sobre el Acuerdo. También puede comunicarse con el Administrador del Acuerdo designado por el Tribunal, Phoenix Settlement Administrators, llamando gratuitamente al 1-(800) 523-5773, o puede escribir al Administrador a la siguiente dirección:

Phoenix Settlement Administrators
NaphCare U.S., Inc., et al. Settlement
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

SÍRVASE NO LLAMAR POR TELÉFONO AL TRIBUNAL NI A LOS ABOGADOS DE NAPHCARE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. SIN EMBARGO, PUEDE LLAMAR A LOS ABOGADOS DE LA CLASE O AL ADMINISTRADOR DEL ACUERDO, INDICADOS ARRIBA.

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	532
Opt Out Rate	1%
Opt Outs Received	5
Total Class Claimants	527
Subtotal Admin Only	**$9,750.00**

Not-to-Exceed Total $9,750.00

For 532 Class Members

Pricing Good for Scope of Estimate Only

January 20, 2026

Case: Naphcare U.S., Inc. (Labios) Opt-Out Admin wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Coley Hayes

Firm: Wilshire Law Firm, PLC

Direct Tel: (213) 381-9988 Ext. 815

Email: coley.hayes@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 532 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	2	$250.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$145.33	1	$145.33
Call Center & Long Distance	$2.00	5	$10.00
NCOA (USPS)	$285.00	2	$570.00
		Total	**$1,225.33**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	3	$375.00
Data Merge & Duplication Scrub	$0.50	532	$266.00
Notice Packet & Opt-Out Form	$1.25	532	$665.00
Estimated Postage (up to 2 oz.)*	$0.74	532	$393.68
Static Website	$250.00	1	$250.00
Language Translation	$1,000.00	1	$1,000.00
		Total	**$2,949.68**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$1.00	53	$53.20
Remail Notice Packets	$1.25	53	$66.50
Estimated Postage	$0.74	53	$39.37
Programming Undeliverables	$50.00	2	$100.00
		Total	**$369.07**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	1	$135.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$700.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$125.00	1	$125.00
QSF Bank Account & EIN	$75.00	2	$150.00
Check Run Setup & Printing	$125.00	3	$375.00
Mail Class Checks *	$1.00	527	$526.68
Estimated Postage	$0.74	527	$389.74
		Total	**$2,066.42**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	2	$250.00
Remail Undeliverable Checks (Postage Included)	$1.50	26	$39.50
Case Associate	$50.00	3	$150.00
Reconcile Uncashed Checks	$95.00	4	$380.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,000.00	1	$1,000.00
		Total	**$2,439.50**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$9,750.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Exhibit C

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

Bunch, et al. v. NaphCare U.S., Inc., et al.
Case No. 37-2024-00002535-CU-NP-CTL

SUPPLEMENTAL NOTICE OF CORRECTED PAGA PAYMENT

This notice is court-approved. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued. Please read it carefully.

To: «Contact»

Why am I receiving this notice?

On or about August 14, 2026, you were mailed a Notice of Class Action and PAGA Settlement in this case. That notice included an estimate of your individual share of the settlement amount allocated to the Private Attorneys General Act ("PAGA"). You are receiving this supplemental notice because your estimated PAGA payment has been corrected and is slightly lower than the amount shown on your original notice.

What happened?

After the original notices were mailed, the parties discovered that PAGA pay periods for certain San Diego employees had been counted from November 6, 2023, rather than the correct PAGA Period start date of January 20, 2023. Correcting this error increased the total number of PAGA pay periods used to divide the fixed PAGA payment among all Aggrieved Employees. Because the total amount allocated to PAGA payments has not changed, the correction slightly reduces the PAGA payment for some Aggrieved Employees, including you.

This correction does not change the terms of the settlement, the claims released, or any other part of your settlement payment. The Court has directed that this supplemental notice be sent to you.

Your corrected PAGA information

PAGA pay periods credited to you	**«PAGA_PP»**
Estimated PAGA payment on original notice	**«Old_PAGA_Amt»**
Corrected estimated PAGA payment	**«New_PAGA_Amt»**

All other information in your original notice, including your class workweeks and estimated class payment, remains the same.

What are my options?

You do not need to do anything. If you agree with the corrected information, you will receive the corrected PAGA payment if the Court grants final approval of the settlement. If you wish to dispute your corrected PAGA information or object to the correction, you must do so in writing, postmarked or submitted no later than **November 20, 2026.**

Your written dispute or objection must include:

1. Your full name, address, and telephone number;
2. The case name and number (Bunch, et al. v. NaphCare U.S., Inc., et al., Case No. 37-2024-00002535-CU-NP-CTL);
3. A statement of what you dispute or object to and why; and
4. Any documents supporting your dispute, such as pay stubs or other records showing the pay periods you worked.

Send your dispute or objection to the Settlement Administrator:

Phoenix Settlement Administrators
NaphCare U.S., Inc., et al. Settlement
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

Disputes or objections postmarked or submitted after this deadline may not be considered. Please note that Aggrieved Employees cannot exclude themselves from the PAGA portion of the settlement.

When is the final approval hearing?

The final approval hearing is scheduled for December 4, 2026, before the Honorable Matthew C. Braner, Department C-60, San Diego County Superior Court. You may attend, but you are not required to do so.

Questions?

Please contact the Settlement Administrator at the telephone number or email above. Please do not contact the Court or the Court clerk regarding this notice.

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE SAN DIEGO

Bunch, et al. v. NaphCare U.S., Inc., et al.
Caso No. 37-2024-00002535-CU-NP-CTL

NOTIFICACIÓN COMPLEMENTARIA DE PAGO PAGA CORREGIDO

Esta notificación está aprobada por el tribunal. No es correo basura, spam, publicidad ni solicitud de un abogado. Usted no está siendo demandado. Por favor, léala con atención.

Para: «Contact»

¿Por qué estoy recibiendo esta notificación?

El 14 de agosto de 2026, o alrededor de esa fecha, se le envió por correo una Notificación de Demanda Colectiva y Acuerdo PAGA en este caso. Esa notificación incluía una estimación de su parte individual del monto del acuerdo asignado a la Ley de Procuradores Generales Privados ("PAGA"). Usted está recibiendo esta notificación complementaria porque su Pago PAGA estimado ha sido corregido y es ligeramente menor que la cantidad que aparecía en su notificación original.

¿Qué pasó?

Después de que se enviaron por correo las notificaciones originales, las partes descubrieron que los períodos de pago PAGA de ciertos empleados de San Diego se habían contado desde el 6 de noviembre de 2023, en lugar de la fecha de inicio correcta del Período PAGA, que es el 20 de enero de 2023. Corregir este error aumentó el número total de Períodos de Pago PAGA utilizados para distribuir el monto fijo destinado a los pagos PAGA entre todos los Empleados Agraviados. Debido a que la cantidad total asignada a los pagos PAGA no ha cambiado, la corrección reduce ligeramente el Pago PAGA de algunos Empleados Agraviados, incluido usted.

Esta corrección no cambia los términos del acuerdo, las reclamaciones exoneradas ni ninguna otra parte de su pago del acuerdo. El Tribunal ha ordenado que se le envíe esta notificación complementaria.

Su información PAGA corregida

Períodos de pago PAGA que se le han acreditado	**«PAGA_PP»**
Pago PAGA estimado en la notificación original	**«Old_PAGA_Amt»**
Pago PAGA estimado corregido	**«New_PAGA_Amt»**

Los demás datos de su notificación original, incluidas sus Semanas Laborales de la Clase y su pago estimado de la clase, no cambian.

¿Cuáles son mis opciones?

Usted no necesita hacer nada. Si está de acuerdo con la información corregida, recibirá el Pago PAGA corregido si el Tribunal otorga la aprobación definitiva del acuerdo. Si desea impugnar su información PAGA corregida u objetar la corrección, debe hacerlo por escrito. Su escrito deberá llevar matasellos con fecha no posterior el 20 de noviembre de 2026.

Su impugnación u objeción por escrito debe incluir:

1. Su nombre completo, dirección y número de teléfono;
2. El nombre y número del caso (Bunch, et al. v. NaphCare U.S., Inc., et al., Caso No. 37-2024-00002535-CU-NP-CTL);
3. Una declaración de lo que usted impugna u objeta y por qué; y
4. Cualquier documento que respalde su impugnación, como talones de pago u otros registros que indiquen los períodos de pago durante los cuales trabajó.

Envíe su impugnación u objeción al Administrador del Acuerdo:

Phoenix Settlement Administrators
NaphCare U.S., Inc., et al. Settlement
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

Es posible que no se tomen en cuenta los escritos de impugnación u objeción con matasellos posterior a esta fecha límite o presentados después de ella. Tenga en cuenta que los Empleados Agraviados no pueden excluirse de la parte PAGA del acuerdo.

¿Cuándo es la audiencia de aprobación definitiva?

La audiencia de aprobación definitiva está programada para el 4 de diciembre de 2026, ante el Honorable Matthew C. Braner, Departamento C-60, Tribunal Superior del Condado de San Diego. Usted puede asistir, pero no está obligado a hacerlo.

¿Preguntas?

Comuníquese con el Administrador del Acuerdo al número de teléfono o correo electrónico indicado arriba. Por favor, no se comunique con el Tribunal ni con el secretario del Tribunal con respecto a esta notificación.