Exhibit 1
NOTICE TO CURRENT AND FORMER
CLINICIANS AT HEALTHCARE PARTNERS MEDICAL GROUP, P.C.

California Superior Court, County of Los Angeles
Case No. 22STCV31976

MORE INFORMATION: https://www.___

IMPORTANT PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE RELATES TO A PROPOSED CLASS SETTLEMENT AND, IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

A state court has authorized this notice. This is not an advertisement or solicitation.

This notice is to inform you of a proposed settlement of a lawsuit in the California Superior Court, County of Los Angeles, against Healthcare Partners Medical Group, P.C. ("HCPMG"), through a Class Settlement. Capitalized terms not otherwise defined in this Notice have the meanings assigned to them in the Settlement Agreement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

RECEIVE A PAYMENT	In this Class Settlement in exchange for a release of claims, if you do nothing, you will remain in the Settlement Class, receive a payment based on the number of months you worked during the Class Period, and release the Released Claims described below. You do not need to submit a claim form or take any other action to receive a payment.
EXCLUDE YOURSELF BY _____, 2026	You have a right to exclude yourself (or "opt out") from the Class Settlement. You will retain any existing individual claims if you exclude yourself from the Class Settlement.
OBJECT BY _____, 2026	If you do not exclude yourself, you may submit a written objection to the Settlement Administrator by email, facsimile, or mail. You may also attend and speak at the Final Approval and Fairness Hearing without filing a notice of intention to appear.
ATTEND A HEARING ON February 19, 2027 at 10:30 a.m.	You may attend and ask to speak to the Court about the fairness of the Class Settlement. You do not need to submit a written objection or notice of intention to appear in order to speak at the hearing.

WHAT IS THIS NOTICE?

This Notice describes a proposed Class Settlement and explains your rights and options, including how to remain in the Settlement Class and receive a payment, exclude yourself, object to the Settlement, or dispute the information used to calculate your estimated payment. You do not need to submit a claim form to receive a payment.

Plaintiff brought the lawsuit on behalf of all clinicians ("Class Members") against HCPMG. This lawsuit alleged failure to reimburse business expenses allegedly incurred while working remotely during the COVID lock down period – which ended no later than March 1, 2021. The Class Settlement will resolve the class claims described in this Notice.

According to HCPMG's records, you may be a Class Member as defined in the Settlement Agreement.

AM I AFFECTED?

This Class Settlement covers Plaintiff and all other individuals who are or were employed by HCPMG as clinicians and who worked remotely for at least one pay period between March 1, 2020 and March 1, 2021.

WHAT IS THIS LAWSUIT ABOUT?

The Plaintiff has alleged HCPMG violated California laws by:

(1) Failing to reimburse clinicians for business expenses allegedly incurred while working remotely during the time which clinicians were required to work from home during the Covid pandemic. The Parties agree that this period ended no later than March 1, 2021.

There has been an extensive exchange of information in the Action. In addition, the Parties have participated in a mediation with the assistance of an experienced employment law mediator and negotiated the terms of this Settlement.

The Parties have considered the expense and length of continued proceedings necessary to continue the Action through trial and any possible appeals. The Parties have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in any such litigation. Based on the foregoing, Plaintiff has determined that the terms as set forth in this Agreement are fair, adequate, reasonable, and in the best interests of the Class Members.

WHAT IS THIS CLASS SETTLEMENT ABOUT?

This Notice summarizes the proposed Class Settlement. For the exact terms and conditions, please see the Settlement Agreement available at https://www.__ , by accessing the Court docket in this case, for a fee, at https://www.lacourt.org, or by visiting the office of the Clerk of Court.

In the Class Settlement, if the Court approves it, HCPMG has agreed to make the following payments:

Gross Settlement Amount	**$75,000.00**
Estimated Net Settlement Amount	$35,500.00
Individual Service Award	$2,000.00
Plaintiffs' Counsel's Fees	$22,500.00
Plaintiffs' Counsel's Costs and Claims Administration Fees	$15,000.00

If the Court awards less than the amounts requested, the Net Settlement Amount will be recalculated to reflect the amounts actually awarded.

For purposes of this Class Settlement, approximately 100% of each Class Member's Payment (defined below) shall be deemed payment for the settlement of disputed claims for reimbursement, penalties and interest and shall be reported on IRS Form 1099. 1099 forms shall be provided to each respective Class Member and applicable governmental authorities. **Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Class Settlement.**

WHAT IS YOUR NEXT STEP?

You should read this Notice carefully. **Please do not ignore it or throw it away. You do not need to submit a claim form or separate release form to receive a settlement payment.**

HAS THE CLASS SETTLEMENT BEEN PRELIMINARILY APPROVED BY THE COURT?

On _____, 2027, the Court held a Preliminary Approval Hearing during which it preliminarily approved the Class Settlement.

The Preliminarily Court Approved Settlement will resolve the class claims described in this Notice. At the Preliminary Approval Hearing, the Court appointed the following attorneys as Class Counsel to represent the Settlement Class in the Action: Nicholas Sarris (of JML Law, APLC). You can contact him at nsarris@jmllaw.com, (818) 610-8800. You can choose to be represented by a different lawyer in this case at your own expense. You may hire a lawyer or, if you already have a lawyer, your current lawyer may represent you at your own expense.

WHAT IF I AGREE WITH THE SETTLEMENT, BUT BELIEVE THE INFORMATION ABOUT MY DATES OF WORK IS INCORRECT?

If you disagree with the number of months worked or estimated Individual Settlement Amount shown in this Notice, you may submit a dispute with supporting documentation to the Settlement Administrator on or before the Response Deadline. The Settlement Administrator will work with Plaintiff and HCPMG to attempt to resolve the dispute. If the Parties cannot agree, the Settlement Administrator will make the final decision based on the information you submit and HCPMG's records. If this Notice was re-mailed to you pursuant to the Settlement Agreement, your individualized Response Deadline is the later of (a) the Response Deadline applicable to the Settlement Class generally or (b) fourteen (14) calendar days after the date this Notice was re-mailed to you. The Settlement Administrator will inform you of the final determination.

WHAT AM I RELEASING IF I AM PART OF THE CLASS SETTLEMENT?

If you do not timely exclude yourself, you will release HCPMG and the other Released Parties from the claims asserted in the Action for (1) failure to reimburse business expenses under Labor Code section 2802 and (2) unlawful and/or unfair business practices under Business and Professions Code section 17200, as well as claims that could reasonably have been alleged based upon the factual predicates in Plaintiff's operative Complaint for the time period of March 1, 2020 through March 1, 2021. No other claims are released except as provided in the Settlement Agreement.

WHAT IS THE NEXT STEP IN THE APPROVAL OF THIS PROPOSED CLASS SETTLEMENT?

The Court will hold a Final Approval and Fairness Hearing on the fairness and adequacy of the proposed Class Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, and the settlement administration costs on February 19, 2027 at 10:30 AM in Department 1 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval and Fairness Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at [INSERT LINK] or the Court's Case Access website at http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil to confirm that the date has not been changed.

You are not required to attend the Final Approval and Fairness Hearing to receive a settlement payment. You may attend the hearing and speak to the Court whether or not you submitted a written objection. You do not need to file a notice of intention to appear.

WHAT IF I DO NOT WANT TO PARTICIPATE (OPT OUT OF THIS SETTLEMENT)?

If you do not want to participate in the Class Settlement, you must submit a written request to be excluded ("Opt Out") to the Settlement Administrator. at the address listed below. Your Notice of Opt Out must set forth the Class Member's name and last four digits of your Social Security Number along with a statement that you wish to Opt Out of the Settlement. The Opt Out need only contain the information needed to Opt Out of the Settlement.

Your Notice of Opt Out must be postmarked by _____, 2026. If this Notice was re-mailed to you pursuant to the Settlement Agreement, your individualized Response Deadline is the later of (a) the Response Deadline applicable to the Class generally or (b) fourteen (14) calendar days after the date this Notice was re-mailed to you. If you do not timely submit a signed Notice of Opt Out (based on the postmark date), then (i) your Notice of Opt Out will be rejected; (ii) you will be deemed a Class Member; and (iii) you will be bound by all the terms of the Settlement Agreement, including the release of Released Claims described in the Settlement Agreement. If the Notice of Opt Out is sent from within the United States, it must be sent via the U.S. Postal Service by First-Class Mail.

WHAT HAPPENS IF I OPT OUT OF THIS SETTLEMENT?

If you exclude yourself, you will not receive a settlement payment, will not be bound by the release of Released Claims, and may not object to the Settlement.

WHAT IF I SUBMIT A TIMELY NOTICE OF OPT OUT BUT CHANGE MY MIND?

If you timely submitted a Notice of Opt Out, but later decide that you would like to participate in the Class Settlement, you may withdraw your Notice of Opt Out by submitting a "Rescission of Opt Out" statement to the Settlement Administrator.

The Rescission of Opt Out statement must be delivered to the Settlement Administrator by no later than February 5, 2027.

WHAT IF I WANT TO OBJECT TO THE SETTLEMENT?

If you are not satisfied with the Class Settlement and do not exclude yourself, you may submit a written objection to the Settlement Administrator by email, facsimile, or mail. You may explain why you believe the Court should not approve the Class Settlement. The Court may approve or reject the Class Settlement but cannot change its terms. If the Court denies approval of the Class Settlement the Class Action will continue in litigation.

Any written objection must state whether the objection applies only to you, to a specific subset of the Class, or to the entire Class, and must state with specificity the grounds for the objection. Written objections must be submitted to the Settlement Administrator by email, facsimile, or mail no later than the applicable Response Deadline. If this Notice was re-mailed to you pursuant to the Settlement Agreement, your individualized Response Deadline is the later of (a) the Response Deadline applicable to the Settlement Class generally or (b) fourteen (14) calendar days after the date this Notice was re-mailed to you.

Note: Failure to comply with all requirements of this section may constitute grounds for striking an objection, if applicable; however, the failure to comply with the objection requirements will not serve as a bar to presenting an objection at the Final Approval and Fairness Hearing.

Note: You cannot both opt out and object to the settlement.

WHAT HAPPENS IF I RECEIVE A CHECK FOR A SETTLEMENT PAYMENT, BUT DO NOT CASH IT?

If the Class Settlement becomes effective, the Settlement Administrator will make every effort to mail the Individual Settlement Amount to each Class Participant no later than thirty (30) days after the Effective

Date. Checks must be cashed within one hundred eighty (180) days after mailing. Checks not cashed within 180 days will become void, and the Individual Settlement Amounts associated with those uncashed checks will be sent to the State of California Unclaimed Property Fund. The Settlement Administrator will mail all Individual Settlement Amounts to Class Participants before distributing any Class Attorney Fees and Expenses or Service Award.

HOW CAN I GET MORE INFORMATION?

If you have any questions, you may contact the Settlement Administrator at [CONTACT INFORMATION, web portal].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK, THE JUDGE, OR KIEFER OR HCPMG OR THEIR COUNSEL FOR INFORMATION ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT PROCESS.

[FULL NAME]

[Unique Settlement Identifier]

YOUR ESTIMATED SETTLEMENT PAYMENT

As described in more detail in the Settlement Agreement, every Class Member who does not opt out will receive a settlement amount calculated as follows:

• A proportional share of the total settlement based upon the total number of months a Class Member worked during the Class Period in relation to the total number of months worked by all Class Members in the Class Period. The Class Settlement amount will be divided by the total number of months worked by all clinicians during the Class Period. One month will be assigned a value. This figure will then be multiplied by the number of months you worked during the Class Period to provide your estimated settlement payment.

You worked _____ months during the Class Period.

Your gross estimated settlement payment is: _____