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12 Attorneys for Plaintiffs DEMETRIA CHRISTINE PRITCHETT
13 and ELIZABETH ROJAS, on behalf of themselves and all
14 others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF TULARE**

17 DEMETRIA CHRISTINE PRITCHETT,
18 ELIZABETH ROJAS, and ALISSA
19 BAKER, on behalf of themselves and all
20 others similarly situated,

21 Plaintiffs,

22 vs.

23 FAMILY HEALTHCARE NETWORK, a
24 California corporation; and DOES 1 through
25 50, inclusive,

26 Defendants.

Case No. VCU290948

[Assigned for all purposes to the
Hon. Russell P. Burke, Dept. 7]

DECLARATION OF ANTHONY L. DRAPER
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: October 5, 2026

Time: 8:30 a.m.

Dept.: 7

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1. I am an individual over the age of 18. I am an associate at the law firm of James Hawkins APLC, one of the firms this Court appointed as Class Counsel in this Action, and I am one of the attorneys of record for Plaintiffs Demetria Christine Pritchett and Elizabeth Rojas. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement. I have personal knowledge of the facts set forth below and, if called to testify regarding them, I could and would do so competently.

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1 itemized wage statements; (8) violation of the unfair competition law, Business and Professions
2 Code sections 17200, et seq.; (9) civil penalties pursuant to the Private Attorneys General Act,
3 Labor Code section 2698, et seq.; (10) failure to pay overtime wages; (11) failure to provide sick
4 pay; (12) failure to pay all wages for alternative workweeks; and (13) failure to pay all accrued
5 vacation wages.

6 6. Throughout this litigation, Defendant has denied Plaintiffs' allegations and has
7 raised defenses to the claims, both individually and on a representative basis. Defendant
8 maintains that its employment policies and practices comply with the Labor Code and the
9 applicable Wage Orders. To date, no class has been certified for litigation purposes, and the Court
10 has made no findings that Defendant engaged in any wrongdoing or violated any state law, rule,
11 or regulation with respect to the issues presented in this litigation.

12 7. Through formal and informal discovery, the Parties exchanged extensive
13 documents and information concerning the claims asserted. Defendant produced its written wage
14 and hour policies, its employee handbook, personnel records, class data, and time and pay records
15 for Settlement Class Members, and responded to written discovery propounded by Plaintiffs.
16 Plaintiffs also responded to written discovery propounded by Defendant. Class Counsel reviewed
17 and analyzed those materials, and worked with a damages consultant to model the value of each
18 claim and to apply discount rates reflecting the probability of success on each.

19 8. In May, 2024, the Parties participated in an all-day mediation before Michael
20 Loeb, Esq., but were unable to reach a resolution. On October 30, 2024, after conducting formal
21 and informal discovery and exchanging the relevant information described above, the Parties
22 participated in a second all-day mediation before Paul Grossman, Esq., an experienced mediator
23 of wage and hour class and representative actions.

24 9. The second mediation resulted in a settlement in principle. The negotiations were
25 adversarial, arm's-length, and conducted at all times with the assistance of the mediator. At no
26 point did the Parties negotiate the amount of attorneys' fees before reaching agreement on the
27 amount to be paid to the Class.

28 10. Over the months that followed, the Parties exchanged multiple drafts of the long-form

1 Settlement Agreement and the class notice documents and negotiated the final settlement terms,
2 which were then approved and executed by all Parties and their counsel. A true and correct copy
3 of the executed Joint Stipulation of Class Action and PAGA Settlement and Release of Claims is
4 attached hereto as Exhibit 1.

5 11. Plaintiffs filed their Motion for Preliminary Approval of Class Action and PAGA
6 Settlement on January 9, 2026. On January 26, 2026, the Court issued a tentative ruling
7 continuing the hearing to February 23, 2026, and ordering a supplemental declaration addressing
8 the notice period, the lodestar, and presently incurred costs. On February 18, 2026, I filed a
9 supplemental declaration setting out this firm's time and costs through February 3, 2026, and the
10 Parties lengthened the response period from forty-five (45) to sixty (60) days as the Court
11 directed. On February 23, 2026, the Court granted preliminary approval, preliminarily appointed
12 James Hawkins APLC, Bradley/Grombacher LLP, and Majarian Law Group APC as Class
13 Counsel, appointed Plaintiffs Pritchett, Rojas, and Baker as Class Representatives, approved
14 ILYM Group, Inc. as the Administrator, and approved the form and content of the Notice Packet.

15 12. Based on the data Defendant produced and the analysis described above, Class
16 Counsel valued Defendant's total realistic maximum exposure, in the event of an outright victory
17 on every claim, at approximately \$4,064,864.61. The Gross Settlement Amount of \$1,838,926.00
18 therefore represents approximately 45.2% of that maximum figure. In agreeing to that amount,
19 Plaintiffs and Class Counsel took into consideration the significant risk that class certification
20 could be denied, the risk that a merits decision would not favor the Class, the substantial
21 discretion courts possess to reduce PAGA penalties, the unsettled state of the law governing
22 several of the claims, the expense and length of the proceedings necessary to prosecute this
23 Action through trial and any appeals, and the difficulty of establishing the alleged damages on a
24 class-wide basis.

25 13. The Class Period and the PAGA Period in this Action are also shaped by a prior
26 class action and PAGA settlement in Munoz v. Family Healthcare Network, filed in this Court,
27 which resolved most of the claims at issue here for the periods February 24, 2016 through January
28 31, 2022 as to the class claims, and July 21, 2019 through January 31, 2022 as to the PAGA

1 claims. The Class Period and PAGA Period in this Action accordingly begin on February 1, 2022,
2 so that no employee is compensated twice for the same claim.

3 14. The Settlement Agreement provides that the Gross Settlement Amount will
4 increase proportionally if the final number of workweeks during the Class Period exceeds
5 225,450 workweeks by more than ten percent. The final Class Data produced to the Administrator
6 reflects fewer workweeks than the Parties estimated at the time of settlement. The escalator was
7 therefore not triggered, and the Gross Settlement Amount remains \$1,838,926.00.

8 15. James Hawkins APLC has a great deal of experience in wage and hour class action
9 litigation. The firm has served as class counsel in, among many others, the following matters:

- 10 ▪ Mojica v. Compass Group, Inc., et. al. USDC Central District, Case No. 8:13-cv-
11 01754.
- 12 ▪ Dao v. 3M Company, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 13 ▪ Ortiz v. Kmart, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 14 ▪ Morgan v. Aramark Campus, LLC, USDC, CENTRAL DISTRICT, Case No.
15 SACV08-00412.
- 16 ▪ West v Iron Mountain Information Management, Inc, et. al.; Los Angeles County
17 Superior Court, Case No. BC393709.
- 18 ▪ Gonzalez v. Superior Industries International, Inc., et al., Los Angeles County
19 Superior Court, Case No. BC 357912.
- 20 ▪ Acosta v. Fleetwood Travel Trailers of California, Inc., et al., Riverside County
21 Superior Court, Case No. RIC 440630.
- 22 ▪ Walker v. Sharkeez, et al., Orange County Superior Court, Case No. 05CC00293.
- 23 ▪ Padron v. Universal Protection Service, et al, Orange County Superior Court, Case No.
24 05CC00013.
- 25 ▪ Martinez v. Securitas Security Services USA, et al., Santa Clara Superior Court, Case
26 No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 27 ▪ Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al., Riverside Superior Court,
28 Case No. RIC 420909.
- Ruiz, et al. v. Unisourse Worldwide, Inc., et al., USDC, CENTRAL DISTRICT, Case
No. CV09-05848.
- Herrador v. Culligan International Company, et al., USDC, CENTRAL DISTRICT,
Case No. SACV 08-680.
- Defries v. Domain Restaurants, et al., Orange County Superior Court, Case No.
05CC00128.

- Denton v. BLB Enterprises, Inc., et al., Orange County Superior Court, Case No. 07CC01292.
- Rios v. Sandberg Furniture Manufacturing Co., Inc, et al., Los Angeles Superior Court, Case No. BC411477.
- McMurray v. Dave and Busters, Inc., et al., Orange County Superior Court, Case No. 06CC00099.
- Osuna v. DFG Restaurants, Inc., et al., Los Angeles Superior Court, Case No. BC 330145.
- Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court, Case No. CGC-07-461612.
- Willems v. Diedrich Coffee, Inc., et al., Orange County Superior Court, Case No. 07CC00015.
- Davila, et al. v. Beckman Coulter, Inc., et al., Orange County Superior Court, Case No. 07CC01347.
- Perez v. Naked Juice Company of Glendora, Inc., Los Angeles Superior Court, Case No. BC387088.
- Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases, Los Angeles Superior Court, Case No. JCCP 4545.
- Placencia v. Amcor Packaging Distribution, Inc., Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- Trani v. Lisi Aerospace, et al., Los Angeles Superior Court, Case No. BC495527.
- Galvan v. Goodwin Co., Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- Reyes v. Bristol Fiberlite, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- Gutierrez v. HMT Tank, USDC Central Dist., Case No. CV14-1967-CAS(MAN)
- Williams v. Il Fornaio America Corp., Sacramento County, Case No. 34-2011-0009616.
- Aguilar v. 7-Eleven, Inc., Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- Madrigal v. Huntington Beach Market Broiler, Inc., Orange County, Case No. 30-2012-00611260.
- Vang v. Jazz Semiconductor, Inc., Orange County, Case no. 30-2011-00460278.
- Viguera v. Red Robin International, Inc, USDC Central Dist. Case No. SACV 17-1422 JVS (DFMx);
- Smith v. Space Exploration Technologies Corp., Los Angeles Superior Court, Case No. BC55429;

- 1 ▪ Cano v. Financial Statement Services, Inc., Orange County Superior Court, Case No.
- 2 30-2013-00653349-CU-OE-CXC;
- 3 ▪ Mendez v. Liberty Glass Fabricators, Inc., Riverside County Superior Court Case No.
- 4 RIC1800119;
- 5 ▪ Attia v. Neiman Marcus Group, Inc., United States District Court for the Central
- 6 District of California Case No. 8:16-cv-001504-DOC-FFM;
- 7 ▪ O'Brien, et al. v. Cerida Investment Corp., Santa Clara Superior Court Case No.
- 8 21CV384527;
- 9 ▪ Gonzalez v. Quality Aluminum Forge, LLC, Orange County Superior Court Case No.
- 10 30-2015-00817941;
- 11 ▪ Shay v. Apple, Inc., United States District Court for the Southern District of California
- 12 Case No. 3:20-cv-1629-JO-BLM;
- 13 ▪ Milligan v. CWI, Inc., San Bernardino Superior Court Case No. CIVDS 2013999;
- 14 ▪ Aguilar v. LDI Mechanical, Inc., Riverside County Case No. RIC1610019;
- 15 ▪ Abron v. University Healthcare Alliance, Alameda County Superior Court Case No.
- 16 RG20066438;
- 17 ▪ Benson v. F21 Opco, LLC, San Diego Superior Court Case No. 37-2021,00024619-
- 18 CU-OE-CTL;
- 19 ▪ Allen v. Creative Stone Mfg., Inc., San Bernardino County Superior Court Case No.
- 20 CIVSB2201498;
- 21 ▪ Santamaria v. Bright Horizons Children's Center, San Bernardino County Superior
- 22 Court Case No. CIVSB2210140;
- 23 ▪ Yniguez v. Airgas USA, LLC, Los Angeles County Superior Court Case No.
- 24 20STCV18190;
- 25 ▪ Cervantez v. Genuine Parts Company, Los Angeles County Superior Court Case No.
- 26 22STCV00981;
- 27 ▪ Robles v. Jetro Holdings, LLC, San Diego Superior Court Case No. 37-2021-
- 28 00015414-CU-OE-CTL;
- Hernandez v. Euromarket Designs, Inc., Santa Clara County Superior Court Case No.
- 20CV3770922;
- Ayala v. Veg-Land, et al., Orange County Superior Court Case No. 30-2014-
- 00738775-CU-OE-CXC;
- Puente v. Sully-Miller Contracting Co., Orange County Superior Court Case No. 30-
- 2015-00792088-CU-OE-CXC;
- Garcia v. Revolution Foods, Inc., Los Angeles Superior Court Case No. BC579142;
- Attaway, et al. v. Alliance Residential, LLC, Santa Clara County Superior Court Case
- No. 20CV365134;

- 1 ▪ Bowman v. Delta Dental of California, Alameda County Superior Court Case No.
2 RG21108230;
- 3 ▪ Hernandez v. Burrtec Waste & Recycling Services, LLC, United States District Court
4 for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- 5 ▪ Grant v. T-Mobile USA, Inc., United States District Court for the Central District of
6 California Case No. 2:21-CV-02268;
- 7 ▪ Dawson v. Wonderful Pistachios and Almonds, LLC, Kern County Superior Court
8 Case No. BCV-17-100848;
- 9 ▪ Hamilton, et al. v. Michael Kors Stores (California), Inc., Los Angeles County
10 Superior Court Case NO. 19STCV37061;
- 11 ▪ Ross v. Stater Bros., San Bernardino Superior Court Case No. CIVDS1902518;
- 12 ▪ Walker v. Barrett Business Services, Inc., et al., Los Angeles County Superior Court
13 Case No. 20STCV39172;
- 14 ▪ Benitez, et al. v. Medtronic, Inc., et al., Orange County Superior Court Case No. 30-
15 2019-01069185-CU-OE-CXC;
- 16 ▪ Montgomery v. Copart, Inc., Sacramento County Superior Court Case No. 34-2020-
17 00280733-CU-OE-GDS;
- 18 ▪ Vizcarra-McNamee v. Nordstrom, Inc., Orange County Superior Court Case No. 30-
19 2020-01141916-CU-OE-CXC;
- 20 ▪ Ayers v. Cherry Hill Programs, Inc., Fresno County Superior Court Case No.
21 20CECG00821;
- 22 ▪ Sleeper v. Boot Barn, Inc., Sacramento County Superior Court Case No. 34-2019-
23 00272000-CU-OE-GDS;
- 24 ▪ Pulido-Dias v. Dirt Cheap, Inc., San Bernardino County Superior Court Case No.
25 CIVDS1719694;
- 26 ▪ Villanueva v. Nordstrom, Inc., San Bernardino County Superior Court Case No.
27 CIVDS1918706;
- 28 ▪ Bryson v. Madame Tussauds, et al., Los Angeles County Superior Court Case No.
 19STCV33514
- Hightower v. Levy Premium, et al., Santa Clara County Superior Court Case No.
 19CV359262;
- Marquez v. Maxim Crane Works, L.P., et al, Los Angeles County Superior Court Case
 No. 19STCV39548;
- Rovira v. Silverado Senior Living Management, Inc., Orange County Superior Court
 Case No. 30-2020-01136565-CU-OE-CXC;
- Hallum, et al. v. FCA US, LLC, San Bernardino County Case No. CIVDS1936782;
- Martinez v. Placer Title Co., et al., Kern County Case No. BCV-19-103486;

- Torres v. Van Law Food Products, Inc., Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- Holmes v. Pet Food Express, LLC, Alameda County Case No. 22CV014140;
- Ventura v. Conduent Commercial Solutions, LLC, Kern County Case No. BCV-22-102043;
- Ramirez v. CSI Electrical Contractors, Inc., Fresno County Superior Court Case No. 18CECG04150;
- Magana v. Eibach Springs, Inc., Riverside County Superior Court Case No. RIC1708917;
- Knox v. Express Messenger Systems, Inc., San Bernardino County Superior Court Case No. CIVDS1932323;
- Corona, et al. v. G&M Oil Company, Inc., Los Angeles County Superior Court Case No. BC640876
- Aguilar v. Peach Home Services, Inc., et al., Riverside County Superior Court Case No. RIC1823057;
- Wilson v. M.C. LLC, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- Nunez v. Nevell Group, Inc., Orange County Superior Court Case No. 30-2015-00783269.
- Bendorf, et al. v. Sea World LLC, et al., San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- DeMartini, et al. v. Safelite Fulfillment, Inc., Marin County Case No. CIV20002076;
- Ayala, et al., v. Macy's West Stores, Inc., Los Angeles County Case No. 20STCV34182;
- Wallen, et al. v. United Rentals (North America), Inc., et al., Stanislaus County Case No. CV-22-000399;
- Granados v. Hyatt Corporation, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- Vigil v. Hyatt Corporation, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- Garcia v. U.S. Best Ingredients, Inc., Los Angeles Superior Court Case No. 21TRCV00813.

16. James Hawkins APLC commands a high hourly rate due to our success in overtime, meal and rest period, expense reimbursement, misclassification, vacation pay, and various other wage and hour class actions, and we take pride in being held in very high regard by the legal

1 community.

2 17. Bradley/Grombacher LLP and Majarian Law Group APC, who represent Plaintiff
3 Baker and who were likewise appointed as Class Counsel, are experienced wage and hour class
4 action practitioners. Their qualifications and their respective lodestars are set out in the
5 declarations submitted concurrently by those firms.

6 18. James Hawkins APLC is a boutique law firm that specializes in wage and hour
7 class actions and is primarily comprised of several seasoned attorneys and staff. While this matter
8 did not conclusively preclude other employment, it did impact our ability to take on other cases.
9 The hourly rates for the attorneys who worked on this case, James R. Hawkins, Isandra
10 Fernandez, Minh Tam Do, and myself, are hourly rates charged by other firms that handle
11 complex litigation in California.

12 19. Mr. Hawkins has been practicing law in California since 1997 and in 2007
13 incorporated his wage and hour class action practice as James Hawkins APLC. Since its
14 inception, Mr. Hawkins has been lead and/or co-lead counsel in hundreds of wage and hour class
15 action cases.

16 20. Ms. Fernandez has been a member of the Florida Bar since January 1996 and a
17 member of the California Bar since August 2002. Ms. Fernandez has specialized in employment
18 related litigation including complex wage and hour civil litigation since 2003. Ms. Fernandez has
19 been, and currently is, co-counsel in over 60 wage and hour class action litigations for our firm
20 and has produced excellent results for this firm's clients in the wage and hour class actions.

21 21. I have been a member of the California Bar since July 2022 and was provisionally
22 licensed prior to that time. I joined the James Hawkins Law Firm in October 2021 and have since
23 then specialized in wage and hour class and PAGA actions. I have been, and currently am,
24 litigating numerous complex wage and hour cases for our firm.

25 22. Mr. Minh Tam Do is an associate at James Hawkins APLC who has practiced in
26 the area of complex wage and hour class and representative litigation and who worked on this
27 matter.

28 23. Ms. Melissa Whitson holds a B.A. in Liberal Studies from California State

1 University Fullerton. Ms. Whitson has been a paralegal in the employment law field for more
2 than 20 years.

3 24. Since in or about February 2022, prior to providing timely notice to the LWDA
4 and Defendant on March 17, 2022 and the filing of this Action on March 22, 2022, through the
5 present, James Hawkins APLC has expended time on, among other things, the following:
6 numerous discussions with Plaintiffs; comprehensive investigation of Defendant's corporate
7 structure, clinic locations, job classifications, and pay practices; research and analysis regarding
8 the scope of the putative class and the potential claims; drafting the PAGA notice and the
9 Complaint; reviewing and drafting the First Amended Complaint; preparing a discovery plan
10 directed to class certification issues; propounding written discovery and responding to the
11 discovery propounded by Defendant; meeting and conferring with defense counsel regarding
12 discovery responses and the production of class data; preparing joint status conference reports and
13 appearing at case management and settlement conferences; reviewing hundreds of pages of
14 information produced by Defendant in advance of mediation; working with Plaintiffs and a
15 damages consultant on the damages analysis; preparing for and participating in a full-day
16 mediation; engaging in continued settlement discussions with the assistance of the mediator;
17 reviewing and exchanging multiple drafts of the long-form Settlement Agreement and the class
18 notice documents; preparing the stipulation and Third Amended Complaint consolidating the
19 Baker action into this Action; drafting the preliminary approval papers and the supplemental
20 declaration the Court ordered; corresponding with the Administrator regarding the class data, the
21 notice documents, the administration timeline, and the periodic status reports; and preparing these
22 final approval papers.

23 25. The timekeepers who have worked on this matter for James Hawkins APLC are Mr.
24 Hawkins, Ms. Fernandez, Mr. Do, and myself, with paralegal support from Ms. Whitson. Our
25 standard hourly rates are \$1,050 for Mr. Hawkins, \$975 for Ms. Fernandez, \$500 for me, \$475 for
26 Mr. Do, and \$200 for Ms. Whitson. For lodestar purposes, the Court approved adjusted rates of
27 \$900 for Mr. Hawkins, \$650 for Ms. Fernandez, \$350 for me, \$300 for Mr. Do, and \$150 for Ms.
28 Whitson. Through February 3, 2026, this firm expended 352 hours in this matter (Mr. Hawkins 39

1 hours, Ms. Fernandez 110 hours, Mr. Draper 152 hours, Mr. Do 26 hours, and Ms. Whitson 25
2 hours), equating to \$241,550.00 at our standard rates and \$171,350.00 at the Court-approved
3 rates.¹ Since February 3, 2026, this firm has expended 42 additional hours and anticipates
4 expending approximately a total of 47 additional hours from February 3, 2026 through the final
5 accounting, bringing this firm's total adjusted lodestar to approximately \$196,400. Together with
6 the lodestars reported by Bradley/Grombacher LLP and Majarian Law Group APC, the combined
7 adjusted lodestar of Class Counsel is approximately \$368,650.00. The requested fee of
8 \$483,000.00 therefore reflects a multiplier of approximately 1.31 on Class Counsel's combined
9 adjusted lodestar.

10 26. The Parties' contractual agreement regarding Class Counsel's attorneys' fees is
11 reasonable. Class Counsel have borne the entire risk and cost of this litigation on a pure
12 contingency basis. To date, Class Counsel have received no compensation and have advanced all
13 litigation costs on behalf of the Class. Class action contingency cases are inherently risky. Upon
14 retention, Class Counsel commit to litigate the case through trial. These cases can take years,
15 require hundreds of hours of work, and cost a substantial amount of money; those risks are known
16 upon retention. The risks involved, coupled with the contingent basis of this representation,
17 support Class Counsel's request for attorneys' fees and costs. Notably, the fee requested —
18 \$483,000.00, or approximately 26.3% of the Gross Settlement Amount — is materially less than
19 the thirty-five percent the Settlement Agreement permits Class Counsel to seek, and the
20 difference has been added to the Net Settlement Amount payable to the Class.

21 27. In the course of this litigation, Class Counsel incurred litigation costs, including filing
22 and appearance fees, service of process charges, court reporter and transcript fees, mediation fees,
23 damages-consultant fees, and postage and reproduction charges. As of September 10, 2026,
24 James Hawkins APLC had incurred \$33,466.40 in costs. Bradley/Grombacher LLP separately
25 reported \$2,511.94 in costs as of September 10, 2026. The aggregate costs reported in the
26 preliminary-approval record sum to \$25,948.34 and, once fees associated with this motion are

27
28 ¹ My prior supplemental declaration inadvertently stated an aggregate total of 228.25 hours; its per-timekeeper entries correctly totaled 352 hours and correspond to the stated \$241,550.00 lodestar.

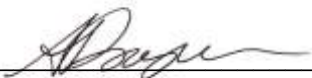
1 paid, will exceed \$36,000.00. Class Counsel request reimbursement of the \$36,000.00 amount the
2 Court preliminarily approved and will absorb any excess. A true and correct copy of James
3 Hawkins APLC's cost records is attached hereto as Exhibit 2.

4 28. At preliminary approval, the Court approved the allocation of any fee award
5 among Class Counsel as sixty percent (60%) to James Hawkins APLC, twenty-four percent
6 (24%) to Bradley/Grombacher LLP, and sixteen percent (16%) to Majarian Law Group APC.
7 That allocation reflects the relative contributions of the three firms to the prosecution and
8 resolution of this Action and has not changed.

9 29. Plaintiffs submitted the proposed Settlement Agreement to the LWDA at the same time
10 it was submitted to this Court in connection with preliminary approval, in compliance with former
11 Labor Code section 2699, subdivision (l)(2), applicable pursuant to current section 2699,
12 subdivision (v)(2). Plaintiffs will serve these final approval papers on the LWDA concurrently
13 with filing.

14
15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

17
18 Executed on September 10, 2026, at Irvine, California.

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22 Anthony L. Draper
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EXHIBIT 1

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Attorneys for Defendant
FAMILY HEALTHCARE NETWORK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF TULARE

DEMETRIA CHRISTINE PRITCHETT and
ELIZABETH ROJAS on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

FAMILY HEALTHCARE NETWORK, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. VCU290948

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

Complaint Filed: 03/22/2022
Trial Date: 08/19/2024

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Stipulation of Settlement" or "Settlement") is made and entered into by and between Plaintiffs Demetria Christine Pritchett, Elizabeth Rojas, and Alissa Baker, individually and on behalf of other members of the general public similarly situated and aggrieved employees (collectively, "Plaintiffs") and Defendant Family Healthcare Network ("Defendant"). This Stipulation of Settlement shall be binding on Plaintiffs and those persons Plaintiffs seek to represent, and on: (i) Defendants; (ii) each of Defendants' respective, present and future parents subsidiaries, partners, affiliates, brands, including, without limitation, any corporation, limited liability

1 company or partnership; (iii) the past, present and future board members, directors, officers,
2 agents, employees, attorneys, insurers, members, partners, managers, contractors, agents,
3 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
4 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
5 jointly liable with any of the foregoing (collectively, "Released Parties"). The Settlement
6 contemplated by this Stipulation of Settlement may hereinafter be referred to as the "Settlement."

7 THE PARTIES STIPULATE AND AGREE as follows:

8 1. On March 17, 2022 Plaintiff Demetria Christine Pritchett sent a letter to the Labor
9 and Workplace Development Agency ("LWDA") alleging violations of the Private Attorneys
10 General Act ("PAGA") against Defendant for the "Released PAGA Claims," as defined below.

11 2. On March 21, 2022 Plaintiffs Demetria Christine Pritchett and Elizabeth Rojas
12 filed a Class Action Complaint in Tulare County Superior Court and then filed a First Amended
13 Complaint on October 31, 2022 alleging the following:

- 14 A. Failure to Pay Overtime Wages and Minimum Wages in Violation of
15 Labor Code §§ 226, 1174, 1194, 1197, 1199, and applicable IWC
16 Wage Order.
- 17 B. Failure to Provide Lawful Meal Periods in Violation of Labor Code §§
18 226, 226.7, 512, 1174 and IWC Wage Order.
- 19 C. Failure to Provide Rest Periods or Compensation in Lieu Thereof in
20 Violation of Labor Code §§ 226, 226.7, 1174 and IWC Wage Orders.
- 21 D. Failure to Reimburse Employee Expenses in Violation of Labor Code §
22 2802.
- 23 E. Failure to Timely Pay Wages During Employment in Violation of Labor
24 Code § 204.
- 25 F. Failure to Timely Pay Wages Due at Termination in Violation of Labor
26 Code §§ 201-203.
- 27 G. Failure to Comply with Itemized Employee Wage Statement Provisions in
28 Violation of Labor Code § 226(b).

1 H. Violation of the Unfair Competition Law in Violation of Business &
2 Professions Code §§ 17200-17208.

3 I. Violations of PAGA at California Labor Code § 2699, *et seq.* for civil
4 penalties under Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a),
5 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802
6 and IWC Wage Orders.

7 3. On October 3, 2022, Plaintiff Alissa Baker filed a Complaint in Kings County
8 Superior Court, a First Amended Complaint on October 24, 2022, and a Second Amended
9 Complaint on April 6, 2023 alleging the following:

10 A. Failure to Pay all Wages and Minimum Wages in Violation of Labor Code §§
11 221, 223, 1182, 1194, 1197, 1198.

12 B. Failure to Pay Overtime Wages in Violation of Labor Code §§ 510, 1198.

13 C. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512,
14 516, 1198.

15 D. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7, 516,
16 1198.

17 E. Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of
18 Labor Code § 226(a) and Failure to Maintain Accurate Records.

19 F. Failure to Provide Sick Pay in Violation of Labor Code § 246.

20 G. Failure to Timely Pay Wages During Employment in Violation of Labor Code
21 § 204.

22 H. Waiting Time Penalties Pursuant to Labor Code §§ 201, 203.

23 I. Failure to Pay all Wages for Alternative Workweeks in Violation of Labor
24 Code § 511.

25 J. Failure to Pay All Accrued Vacation Wages in Violation of Labor Code §
26 227.3.

27 K. Violations of Business & Professions Code § 17200, *et seq.*
28

1 4. A prior class action and PAGA settlement in the matter of *Antonio Munoz v.*
2 *Family Healthcare Network*, filed in Tulare County Superior Court, settled most of the claims at
3 issue in the current Action (defined below) from February 24, 2016 to January 31, 2022 and July
4 21, 2019 through January 31, 2022, respectively, thereby limiting both the Class and PAGA
5 Periods in the Action (defined below).

6 5. On October 30, 2024, the Parties participated in an all-day mediation presided
7 over by Paul Grossman, a mediator of wage and hour representative actions, which led to this
8 Settlement.

9 6. Pursuant to the Settlement, prior to filing for preliminary approval, Plaintiffs will
10 file a Third Amended Complaint to include all Released Claims (defined below), adding to this
11 Action all plaintiffs, defendants, and claims alleged in the *Pritchett/Rojas* Action, along with
12 additional defendants that were settled on to this Action in order to effectuate the terms of the
13 settlement (the “Operative Complaint” or the “Action”).

14 7. The “Class Period” is from February 1, 2022 to February 28, 2025.

15 8. The “PAGA Period” is from February 1, 2022 to February 28, 2025.

16 9. The Action has been actively litigated. There have been on-going investigations,
17 there has been an exchange of documentation and data, and the Parties have participated in
18 extensive settlement negotiations and private mediation. Plaintiffs have not filed a motion for
19 class certification in this Action, nor has a date been set by the Court for the filing of such a
20 motion.

21 10. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
22 consist of all persons employed by Defendant in California as a non-exempt employee from
23 February 1, 2022 through February 28, 2025. The Settlement Class, however, shall not include
24 any person who previously settled or released any of the claims covered by this Settlement, any
25 person who previously was paid or received awards through civil or administrative actions for
26 the claims covered by this Settlement, or any person who submits a timely and valid Request for
27 Exclusion as provided in this Settlement. All Class Members who worked any hours for
28 Defendant in California from February 1, 2022 through February 28, 2025 are aggrieved

1 employees with respect to PAGA (“PAGA Members”), and they will be paid their PAGA Share
2 and release the “Released PAGA Claims” regardless of whether they submit a timely and valid
3 Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude
4 themselves from, or to opt out of, the Released PAGA Claims.

5 11. It is the desire of the Parties to fully, finally and forever settle, compromise and
6 discharge all disputes and claims arising from the allegations and causes of action stated in the
7 Complaint. To achieve a full and complete release of Defendant, Plaintiffs and each Class
8 Member acknowledge that this Stipulation of Settlement is intended to include in its effect all
9 claims of any nature reasonably arising out of the allegations made in the Operative Complaint.

10 12. It is the intention of the Parties that this Stipulation of Settlement shall constitute
11 a full and complete settlement and release of all claims arising from the allegations in the
12 Operative Complaint against: (i) Family Healthcare Network (ii) each of Defendant’s respective,
13 present and future parents, subsidiaries, partners and affiliates, including, without limitation, any
14 corporation, limited liability company or partnership; (iii) the past, present and future board
15 members, directors, officers, agents, employees, attorneys, insurers, members, partners,
16 managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit
17 plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any
18 individual or entity which could be jointly liable with any of the foregoing.

19 13. This Agreement replaces and supersedes any other agreements, understandings, or
20 representations between the Parties. This Agreement represents a compromise and settlement of
21 highly disputed claims. Nothing in this Agreement is intended or will be construed as an
22 admission by Defendant that the claims in the Action of Plaintiff, the Class Members or the
23 Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff, the Class
24 Members or the Aggrieved Employees on those claims or any other claims, or as an admission
25 by Plaintiff that Defendant’s defenses in the Action have merit.

26 14. This Settlement provides that Defendant will pay Settlement Awards and PAGA
27 Awards according to a specified formula to each Settlement Class Member who does not request
28 to be excluded from this Settlement. The Maximum Settlement Amount under the Settlement is

1 \$1,838,926.00, which includes all payments to Class Members, PAGA Members, Class
2 Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement
3 awards to the class representatives, penalties of any nature, including PAGA penalties, and
4 settlement administration expenses. Except as to Defendants' rights under Paragraph 15(c)(ix) of
5 the Stipulation of Settlement, it is understood and agreed that Defendants shall have no
6 obligation to pay any person, entity or organization more than the amount of its maximum total
7 liability under the Settlement, except that Defendants will separate pay as an additional
8 obligation the employer's share of the payroll taxes for the wage portion of the Settlement
9 Awards.

10 **TERMS OF AGREEMENT**

11 15. NOW THEREFORE, in consideration of the mutual covenants, promises, and
12 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

13 a. It is agreed by and among Plaintiffs and Defendant that this Action and
14 any claims, damages, or causes of action arising out of the Complaint, which are the subject of
15 this Action, be settled and compromised as between the Settlement Class and Defendant, subject
16 to the terms and conditions set forth in this Stipulation of Settlement and the approval of the
17 Court.

18 b. Effective Date. The Settlement embodied in this Stipulation of Settlement
19 shall become effective when all of the following events have occurred: (i) this Stipulation of
20 Settlement has been executed by all Parties and by counsel for Plaintiffs and Defendant; (ii) the
21 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
22 provided to the Settlement Class, providing them with an opportunity to opt out of or to object to
23 the Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order
24 and judgment certifying the Settlement Class and finally approving this Stipulation of
25 Settlement, and without objection from the LWDA; and (v) in the event there are objections to
26 the Settlement which are not later withdrawn, the later of the following events: when the period
27 for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed
28 without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or

1 other appellate proceeding opposing the Settlement has been dismissed finally and conclusively
2 with no right to pursue further remedies or relief; or any appeal, writ or other appellate
3 proceeding has upheld the Court's final order with no right to pursue further remedies or relief.
4 In this regard, it is the intention of the Parties that the Settlement shall not become effective until
5 the Court's order approving the Settlement is completely final, and there is no further recourse
6 by an appellant or objector who seeks to contest the Settlement. Except as to Defendant's rights
7 under Paragraph 15(c)(ix) below, it is further agreed by the Parties that this Settlement will not
8 become effective, if Defendants, contrary to Paragraph 14 above, are required by the Court to
9 pay more than the total amount of its Maximum Settlement Amount (defined below) under the
10 Settlement as set forth in Paragraph 14 under any circumstances. It is further agreed by and
11 between the Parties that this Settlement shall not become effective, and Defendants shall not
12 have any obligation (monetary or otherwise) under the terms of this Settlement, unless and until
13 any objections, writs and/or appeals, and any rights of appeal with respect to any objections or
14 the judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

15 c. Maximum Settlement Amount, and Net Settlement Amount. To
16 implement the terms of this Settlement, Defendant, on behalf of the Released Parties, agree to
17 pay a maximum of \$1,838,926.00 to the Settlement Administrator within sixty (60) calendar
18 days after the Effective Date as defined in Paragraph 15(b) above (if final approval occurs
19 without objectors, then the Effective Date will be the date the Court enters the final approval
20 order and judgment, or, if there are objections to the class settlement, after the 60-day appeal
21 period has expired without appeals or challenges if any objections are not withdrawn on the
22 record at final approval). The Maximum Settlement Amount includes: all payments to Class
23 Members and PAGA Members; Class Counsel's attorneys' fees; Class Counsel's litigation
24 expenses and costs; the enhancement award to the class representative; penalties under PAGA;
25 and settlement administration expenses ("Maximum Settlement Amount"). The Parties agree the
26 Maximum Settlement Amount will be fully paid out, with no residue returning to Defendants. At
27 no time shall Defendants have the obligation to segregate the funds comprising the Maximum
28 Settlement Amount, and Defendants shall retain exclusive authority over, and the responsibility

1 for, those funds. All payments to Class Members and PAGA Members, Class Counsel's
2 attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement awards, and
3 settlement administration expenses will be paid out of the Maximum Settlement Amount. Except
4 as to Defendants' rights under Paragraph 15(c)(ix) below, Defendants' aggregate liability shall
5 not exceed the Maximum Settlement Amount, except that Defendants will pay the employer's
6 share of the payroll taxes for the wage portion of the Settlement Awards in addition to the
7 Maximum Settlement Amount. The "Net Settlement Amount," the amount available for potential
8 distribution to Class Members, shall be calculated by deducting from the Maximum Settlement
9 Amount: (i) all Class Counsel's attorneys' fees and litigation costs; (ii) the enhancement award
10 to the class representatives; (iii) the PAGA penalty payment to the LWDA as described further
11 below; and (iv) settlement administration expenses. Settlement Awards to the Class Members,
12 and PAGA Awards to the PAGA Members, will be calculated by the Settlement Administrator
13 and paid out of the Net Settlement Amount as set forth below. The entire Net Settlement Amount
14 will be paid out *pro rata* to Class Members who do not opt out and to PAGA Members.

15 i. Settlement Awards to Class Members: Defendants shall provide
16 the Settlement Administrator Class Member Information, including Defendants' timekeeping
17 records and other relevant data and information so that the Settlement Administrator may
18 calculate the number of weeks worked by all Class Members during the Class Period. The
19 Settlement Administrator will calculate the amount to be paid to Class Members on a per
20 workweek basis as Settlement Awards by dividing the Net Settlement Amount by the aggregate
21 number of weeks worked by all Class Members. Partial workweeks will not be counted;
22 however, if a Class Member worked only one day as a Class Member, such Class Member will
23 be credited with having worked one workweek for purposes of the Settlement. The Settlement
24 Administrator's calculation of the number of workweeks worked by and to be paid to Class
25 Members on a per workweek basis will be presumed to be correct unless a particular Class
26 Member proves otherwise to the Settlement Administrator by credible written evidence. The
27 Settlement Administrator shall refer to the timekeeping records and other relevant information
28 provided by Defendants for resolution of any workweek dispute by a particular Class Member.

1 All workweek disputes will be resolved and decided by the Settlement Administrator, and the
2 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
3 No claim form shall be required for Settlement Class Members to receive their Settlement
4 Awards.

5 ii. Private Attorney General Act Allocation: Subject to Court
6 approval, the Parties have agreed to allocate \$45,000.00 of the Maximum Settlement Amount to
7 Plaintiff's representative claims under PAGA. Seventy-five percent (75%) of this amount, or in
8 other words \$33,750.00, will be paid out of the Maximum Settlement Amount to the LWDA of
9 the State of California, and the remaining twenty-five percent (25%), or in other words
10 \$11,250.00, will remain included in the Net Settlement Amount. The Settlement Administrator
11 will calculate the number of weeks worked by PAGA Members during the PAGA Period.
12 Partial workweeks will not be counted; however, if a PAGA Member worked only one day as a
13 PAGA Member, such PAGA Member will be credited with having worked one workweek for
14 purposes of the Settlement. The Settlement Administrator's calculated workweek data will be
15 presumed to be correct unless a particular PAGA Member proves otherwise to the Settlement
16 Administrator by credible written evidence. The Settlement Administrator shall refer to the
17 timekeeping records and other relevant information provided by Defendants for purposes of the
18 Settlement Administrator's calculation of workweeks worked by a PAGA Members. All
19 workweek disputes will be resolved and decided by the Settlement Administrator, and the
20 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
21 The amount to be paid per workweek to PAGA Members will be calculated by the Settlement
22 Administrator by dividing the Net PAGA Settlement Amount by the aggregate number of
23 workweeks worked by PAGA Members. No claim form shall be required for PAGA Members
24 to receive their PAGA Awards.

25 iii. Allocation of Settlement Awards: The Parties have agreed, based
26 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
27 Members will be allocated from the Net Settlement Amount and paid as follows: Ten percent
28 (10%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; fifty

1 percent (50%) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC
2 will issue; and forty percent (40%) will be allocated to alleged unpaid interest for which IRS
3 Forms 1099-MISC will issue. Individual PAGA Awards (i.e., "PAGA Awards") for the PAGA
4 Members will be paid from the Net PAGA Settlement Amount, after the required payment to
5 the LWDA, as alleged penalties for which IRS Form 1099 will issue.

6 iv. Settlement and PAGA Awards Do not Trigger Additional
7 Benefits: All Settlement Awards to Class Members, and all PAGA Awards to PAGA Members,
8 shall be deemed to be income to such Class Members and PAGA Members solely in the year in
9 which such awards actually are received by the Class Members and PAGA Members. It is
10 expressly understood and agreed that the receipt of such Settlement Awards and PAGA Awards
11 will not entitle any Class Member or PAGA Member to additional compensation or benefits
12 under any company bonus, contest or other compensation or benefit plan or agreement in place
13 during the period covered by the Settlement, nor will it entitle any Class Member or PAGA
14 Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
15 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided
16 for in this Agreement are the sole payments to be made by Defendants to the Class Members
17 and the PAGA Members in connection with this Settlement, and that the Class Members and
18 PAGA Members are not entitled to any new or additional compensation or benefits as a result of
19 having received the Settlement Awards and PAGA Awards (notwithstanding any contrary
20 language or agreement in any benefit or compensation plan document that might have been in
21 effect during the period covered by this Settlement).

22 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
23 modification, Defendants agree to a payment, from the Maximum Settlement Amount, Class
24 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 17 below.

25 vi. Class Representatives: The Parties agree to the designation of
26 Plaintiffs Demetria Christine Pritchett, Elizabeth Rojas, and Alissa Baker as "Class
27 Representatives." Subject to Court approval, and subject to Plaintiffs' execution of general
28 releases of all claims under California Code of Civil Procedure section 1542, Defendants agree

1 not to oppose payments to Plaintiffs Pritchett, Rojas, and Baker, from the Maximum Settlement
2 Amount, an award at no additional cost to the Released Parties (“Enhancement Awards”) not to
3 exceed (1) \$10,000.00 to Plaintiffs Pritchett and Baker, and (2) \$5,000.00 to Rojas. The
4 Enhancement Awards paid to the Class Representatives are subject to Court approval and is in
5 addition to any claimed individual Settlement Awards to which the Class Representatives are
6 entitled under this Stipulation of Settlement. The Enhancement Awards are to be part of, and to
7 be deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue
8 an IRS Form 1099-MISC for the Enhancement Awards to Plaintiffs Pritchett, Rojas, and Baker
9 for their service as Class Representatives, and Plaintiffs will be responsible for correctly
10 characterizing this compensation for tax purposes and for paying any taxes on the amount
11 received. Should the Court approve Enhancement Awards to the Class Representatives in an
12 amount less than that set forth above, the difference between the lesser amount approved by the
13 Court and the Enhancement Award set forth above shall be added to the Net Settlement
14 Amount.

15 vii. Settlement Administrator: The Settlement Administrator will be
16 mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed
17 quote for settlement administration expenses which Plaintiffs’ Counsel agrees to request and to
18 circulate to Defendants’ Counsel. All settlement administration expenses shall be paid out of the
19 Maximum Settlement Amount.

20 viii. Mailing of Settlement and PAGA Awards: The Settlement
21 Administrator will cause the Settlement Awards to be mailed to the Class Members who have
22 not opted out of the Settlement and have not previously released their claims as to Defendants,
23 and the PAGA Awards to be mailed to PAGA Members, within sixty (60) calendar days from
24 the Effective Date.

25 ix. Potential Escalatory Clause or Alternative Class Period End Date:
26 For Settlement purposes and based on Class Member data presently available at the time of
27 Settlement, the Parties estimated that Class Members worked 225,450 workweeks from
28 February 1, 2022 to February 28, 2025. The Parties further agree that if the final number of

workweeks from February 1, 2022 to February 28, 2025 increases by more than ten percent (10%) above 225,450 workweeks (i.e., to greater than 247,995 workweeks), then the Maximum Settlement Amount will increase by the proportional amount for the percentage of workweeks above ten (10) percent (i.e., by the percentage of workweeks above 247,995 workweeks).

d. Enhancement Award to Plaintiffs for Service as Class Representatives.

The Settlement Administrator will pay the Enhancement Awards approved by the Court to Plaintiffs within sixty-five (65) calendar days after the Effective Date.

e. Attorneys' Fees and Litigation Costs to Class Counsel. The Settlement

Administrator will pay Class Counsel its attorneys' fees and costs set forth in Paragraph 17 below within sixty-five (65) calendar days after the Effective Date.

f. Right to Rescission: If more than five percent (5%) of the Settlement

Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement ("Class Notice"), Defendants shall have the right (but need not) in their sole discretion to rescind and void the Settlement, before final approval by the Court, by providing written notice to Class Counsel no later than twenty-one (21) calendar days after the opt-out deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement administration incurred up to that date, but not to include Class Counsel's fees and costs.

SETTLEMENT ADMINISTRATION

16. The Settlement Administrator shall be mutually agreed upon by the Parties to perform the customary duties of Settlement Administrator, subject to Court approval. The Settlement Administrator will mail the Class and PAGA Notice to all Class Members and PAGA Members. Defendant shall provide the Settlement Administrator with Class Member Information and other relevant data and information, including Defendants' timekeeping records, so that the Settlement Administrator may conduct its duties, such as resolving workweek disputes, if necessary. Upon receipt of funds from Defendants, the Settlement Administrator will issue and send out Settlement Award checks to Class Members and PAGA

1 Awards to PAGA Members. Tax treatment of the Settlement Awards and PAGA Awards will be
2 as set forth herein and in accordance with state and federal tax laws. All disputes relating to the
3 Settlement Administrator's performance of its duties shall be referred to the Court, if necessary,
4 which will have continuing jurisdiction over the terms and conditions of this Stipulation of
5 Settlement until all payments and obligations contemplated by this Stipulation of Settlement
6 have been fully carried out.

7 **ATTORNEYS' FEES AND LITIGATION COSTS**

8 17. In consideration for settling this Action, in exchange for the release of claims by
9 the Settlement Class, and subject to final approval or modification by the Court, Defendants
10 agree to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to
11 exceed thirty-five percent (35%) of the Maximum Settlement Amount, or in other words up to
12 \$643,624.00 and litigation costs not to exceed \$36,000.00 from the Maximum Settlement
13 Amount. Defendants will not object to Class Counsel's application for attorneys' fees and
14 litigation costs up to these amounts. The amounts set forth above will cover all work performed
15 and all fees and costs incurred to date, and all work to be performed and all fees and costs to be
16 incurred in connection with the approval by the Court of this Stipulation of Settlement, the
17 administration of the Settlement, and obtaining the final judgment. Should Class Counsel
18 request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and
19 litigation costs, the difference between the lesser amounts and the Maximum Settlement
20 Amount shall be added to the Net Settlement Amount. The Parties agree Class Counsel waives
21 any right to appeal a decision by the Court to reduce the amount of attorneys' fees or litigation
22 costs requested by Class Counsel.

23 **NOTICE TO THE PLAINTIFF CLASS**

24 18. The Class and PAGA Notice shall be jointly drafted by the Parties, and as
25 approved by the Court, shall be sent by the Settlement Administrator to the Class Members by
26 first-class mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this
27 Settlement.

28 a. Subject to Defendants' rights under Paragraph 15(c)(ix) above, the

1 Parties agree Defendants will provide the Settlement Administrator with the Class Member
2 Information and other relevant data and information, including timekeeping records and other
3 relevant information relating to the dates worked from February 1, 2022 through February 28,
4 2025, through the date on which the Court grants preliminary approval of the settlement
5 ("Class and PAGA Member Information") within thirty (30) calendar days after the Court grants
6 preliminary approval of the settlement. The Parties agree the contact information and Social
7 Security Numbers will be used only by the Settlement Administrator for the sole purpose of
8 effectuating the Settlement and will not be provided to Class Counsel at any time or in any
9 form. The Settlement Administrator shall take reasonable steps to protect the confidential and
10 private information. To the extent Class Counsel possesses or comes to possess the contact
11 information and/or Social Security Numbers from the Settlement Administrator, Class Counsel
12 shall return all such information (including copies and data or information derived therefrom)
13 within seven (7) calendar days from the date the Court finally approves the Settlement, shall
14 destroy all copies in any form of such information, and shall not retain, maintain or use such
15 information for any purpose. The information provided for above shall be based on Defendants'
16 payroll and other business records and in a format acceptable to the Settlement Administrator.
17 Defendants agree to consult with the Settlement Administrator prior to the production date to
18 ensure that the format will be acceptable to the Settlement Administrator. The information will
19 need to be provided to the Settlement Administrator by reasonable security measures and
20 reasonably secure technology. Within seven (7) calendar days after the Settlement
21 Administrator receives the Class and PAGA Member Information, the Settlement Administrator
22 will mail the Class and PAGA Notice to Class Members and PAGA Members.

23 b. Class and PAGA Notices returned to the Settlement Administrator
24 as non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If
25 there is no forwarding address, the Settlement Administrator will do an NCOA check and will
26 skip-trace return mail and re-mail within three (3) business days of receipt using the Class
27 Member's Social Security Number; this search will be performed only once per Class Member
28 by the Settlement Administrator. Class Members and PAGA Members will have a maximum of

1 fifteen (15) calendar days from the date of the re-mailing due to an undeliverable notice to cure
2 the deficiency, or until the end of the opt out deadline, whichever is later. Upon completion of
3 these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall
4 be deemed to have satisfied their obligations to provide the Class and PAGA Notice to the
5 affected member of the Settlement Class. The affected member of the Settlement Class shall
6 remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation
7 of Settlement and the Court's Order and Final Judgment.

8 c. The Class and PAGA Notice shall also identify the procedures for
9 opting out of or objecting to the Settlement.

10 d. Class Counsel shall provide to the Court, at least sixteen (16)
11 court days before the Final Fairness hearing, an initial declaration by the Settlement
12 Administrator of due diligence and proof of mailing with regard to the mailing of the Class and
13 PAGA Notice.

14 **ADMINISTRATION PROCESS**

15 19. The Class Members will have forty-five (45) calendar days from the date of
16 mailing in which to submit requests for exclusion ("opt out"). PAGA Members are not entitled
17 to opt out as a PAGA Member.

18 20. The Settlement Administrator shall mail Settlement Awards to Class and PAGA
19 Members within sixty-five (65) calendar days after the Effective Date as defined in Paragraph
20 15(b) above. Checks for Settlement Awards and PAGA Awards shall remain valid and
21 negotiable for one hundred eighty (180) calendar days from the date of their issuance; the
22 Parties agree the Settlement Administrator will send one (1) reminder notice to all Class
23 Members and PAGA Members who have not cashed the Settlement Award or PAGA Award
24 check thirty (30) calendar days prior to the deadline; upon the deadline to cash the Settlement
25 Award and PAGA Award checks, the checks will automatically be cancelled by the Settlement
26 Administrator if not cashed by the Class Member or the PAGA Member within that time, at
27 which point the Class Members' and PAGA Members' claims will be deemed void and of no
28 further force or effect, and the Class Members' and PAGA Members' claims will remain

1 released by the Settlement. The checks provided to Class Members and PAGA Members shall
2 prominently state the expiration date or a statement that the checks will expire in one hundred
3 eighty (180) calendar days, or alternatively, such a statement may be made in a letter
4 accompanying the check. Expired Settlement Award and PAGA Award checks will not be
5 reissued, except for good cause and as mutually agreed by the Parties in writing. Any residue
6 from uncashed Settlement Award or PAGA Award checks after the expiration date will be paid
7 within fourteen (14) calendar days after the one hundred eighty (180)-calendar day check
8 cashing period expires pursuant to California Code of Civil Procedure section 384(b)(3) to the
9 California Unclaimed Property Fund in the individual's name. Upon completion of its
10 calculation of payments, the Settlement Administrator shall provide Defendants with a report
11 listing the amount of all payments to be made to each Class Member and PAGA Member. The
12 Settlement Administrator will be responsible for making appropriate deductions, calculating and
13 reporting the employer payroll taxes on the Settlement Awards and PAGA Awards, paying to
14 Class Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class
15 Representatives any Court-approved Enhancement Award, paying the LWDA seventy-five
16 percent (75%) of the amount allocated for PAGA penalties above, paying the settlement
17 administration expenses, meeting tax reporting obligations, and for issuing the individual
18 Settlement Awards to Class Members and PAGA Awards to PAGA Members. Proof of
19 compliance with the Court's final approval order will be provided to counsel for the Parties by
20 the Settlement Administrator within twenty-one (21) days after all payment obligations and the
21 check cashing deadline for Class Members has passed.

22 **OPTING OUT OF/OBJECTING TO THE SETTLEMENT**

23 21. Opting Out of the Class Action Settlement. For those Class Members who do not
24 wish to participate in the Settlement, such Class Members may exclude themselves by
25 submitting a timely written request to the Settlement Administrator. PAGA Members cannot opt
26 out as a PAGA Member and release all Released PAGA Claims during the PAGA Period. The
27 written request ("Request for Exclusion") should state that he/she has received the "Notice of
28 Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement,"

1 they/he/she have/has decided not to participate in the Settlement, and words to the effect that
2 he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the
3 individual's full name, address, date of birth, and dates they/he/she worked as a Class Member
4 for Defendants in California. The Request for Exclusion must be signed, dated, and mailed by
5 First-Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for
6 Exclusion must be postmarked and mailed to the Settlement Administrator no later than forty-
7 five (45) calendar days from the date the Settlement Administrator mails the Class Notice to the
8 Class Members. Any individual who submits a Request for Exclusion will not be allowed to
9 object to the terms of the Settlement.

10 22. Objecting to the Class Action Settlement. Any individual who does not exclude
11 himself/herself from the Settlement can object to the terms of the Settlement in writing before
12 the deadline to object to the Settlement. To object, the individual must file a written objection
13 and a notice of intention to appear at the Final Approval hearing with the Clerk of the Tulare
14 County Superior Court of the State of California and send copies to the Settlement
15 Administrator, Class Counsel and counsel for Defendants. Any written objection must state each
16 specific reason in support of the objection and any legal support for each objection. The
17 individual must state his/her full name, address, date of birth, and dates he/she/they worked as a
18 Class Member in California for Defendants. To be valid and effective, any written objections to
19 approval of the Settlement must be filed with the Clerk of the Court and delivered to the
20 Settlement Administrator, Class Counsel, and counsel for Defendants no later than forty-five
21 (45) calendar days from the Settlement Administrator mails the Class and PAGA Notice.
22 However, a Class Member may appear at the Final Approval hearing, either in person or
23 through his/her/their own counsel, and object to the Settlement Agreement and any of its terms
24 without submitting a prior objection in the manner and by the deadline specified above. If the
25 Court rejects the objection, the individual will be bound by the terms of the Settlement.

26 **RELEASE BY THE CLASS**

27 23. Released Class Claims. Effective upon the date of final approval by the Court of
28 this Stipulation of Settlement, and except as to such rights or claims as may be created by this

1 Stipulation of Settlement, the Settlement Class and each member of the Class who has not
2 submitted a valid Request for Exclusion fully release and discharge the Released Parties from
3 all claims under state, federal, and local law that were or could have been asserted based on the
4 facts and allegations made in the Action, and any amendments thereto, as to the Class Members,
5 including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 221, 223,
6 226, 226(a), 226(b), 226.7, 227.3, 246, 510, 511, 512, 516, 1174, 1182, 1194, 1194.2, 1197,
7 1197.1, 1198, 1198.5, 1199, 2800, and 2802, Business and Professions Code §§ 17200, et seq.,
8 California Industrial Welfare Commission Wage Orders, California Code of Regulations, Civil
9 Code section 1021.5, and all claims for or related to Defendants' alleged failure to pay
10 minimum, overtime, or double time wages, properly calculate the regular rate of pay, timely pay
11 wages at separation, failing to pay wages timely during employment, reimburse necessary
12 business expenses, provide accurate wage statements, pay for all hours worked due to
13 rounding of employee timekeeping records and off-the-clock-work, keep adequate time
14 records, failing to pay accrued vacation wages, failing to pay sick pay at the regular rate,
15 provide meal periods and meal period premiums, and provide rest periods and rest period
16 premiums, claims for unfair competition, unfair business practices, unlawful business
17 practices, and fraudulent business practices in violation of California Business and
18 Professions Code sections 17200 *et seq.*, and claims for declaratory relief, statutory
19 penalties, interest, attorneys' fees and costs, as well as all other claims and allegations
20 alleged in the Operative Complaint (collectively, "Released Class Claims") from February 1,
21 2022 through February 28, 2025 ("Class Release Period"). Expressly excluded from the
22 Released Class Claims are claims for retaliation, discrimination, unemployment insurance,
23 disability, workers compensation, and claims outside the Class Release Period.

24 24. Released PAGA Claims. Effective upon the date of final approval by the Court
25 of this Stipulation of Settlement, the claims to be released by the PAGA Members include all
26 claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as
27 proxy for the State of California and/or the LWDA, to the maximum extent permitted by law,
28 and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted

1 or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA
2 letter, including but not limited to all claims arising under the California Labor Code including,
3 but not limited to, sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512, 558,
4 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2698, et seq. and IWC Wage Orders, as alleged
5 in the Operative Complaint and/or the LDWA letter, and the California Industrial Welfare
6 Commission Wage Orders based on the facts alleged in the Operative Complaint and/or the
7 LWDA letter (collectively, "Released PAGA Claims"). The Settlement shall release and bar all
8 Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members from February 1,
9 2022 through February 28, 2025 ("PAGA Release Period"), and for the entire PAGA Release
10 Period, regardless of whether Plaintiff and/or a PAGA Member negotiate (cash) their/his/her
11 settlement checks sent pursuant to this Settlement and regardless of whether any such PAGA
12 Member opts out or attempts to exclude themselves/himself/herself from the Settlement.

13 25. In addition to the Released Class Claims identified in Paragraph 23 and the
14 Released PAGA Claims in Paragraph 24 above, Plaintiffs Pritchett, Rojas, and Baker agree to
15 generally release the Released Parties from any and all claims, whether known or unknown,
16 under all federal, state and local statutes, and federal and state common law (including but not
17 limited to those for contract, tort and equity), except for workers' compensation claims. Plaintiff
18 acknowledges the language of Section 1542 of the California Civil Code, which provides:

19 A general release does not extend to claims that the creditor or
20 releasing party does not know or suspect to exist in his or her favor
21 at the time of executing the release and that, if known by him or
22 her, would have materially affected his or her settlement with the
23 debtor or released party.

24 Plaintiffs Pritchett, Rojas, and Baker expressly waive the protection of Section 1542.
25 Plaintiffs Pritchett, Rojas, and Baker understand and agree that claims or facts in addition to or
26 different from those which are now known or believed by them to exist may hereafter be
27 discovered. It is Plaintiffs' intention to settle fully and release all of the claims, except for
28 workers' compensation claims, Plaintiffs now have against the Released Parties, whether known
or unknown, suspected or unsuspected.

1 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

2 26. To effectuate the terms of the Settlement, the Parties agree all formal and
3 informal discovery shall be stayed pending Court approval of the Settlement. Class Counsel
4 agree to notify the Court of the Settlement through a Notice of Proposed Class Action
5 Settlement, and to request that all current Court deadlines be continued pending Court approval
6 of the Settlement. Class Counsel agree to cease all affirmative communication (oral and written)
7 with the putative class members, other than through Court-approved notices; this provision does
8 not prevent Class Counsel from communicating with any Class Members or PAGA Member
9 who may contact Class Counsel. Plaintiffs shall promptly submit this Stipulation of Settlement
10 to the Tulare County Superior Court in support of Plaintiffs' Motion for Preliminary Approval
11 and determination by the Court as to its fairness, adequacy and reasonableness. Plaintiffs agree
12 to provide Defendants the opportunity to review, and to approve before filing, Plaintiffs' Motion
13 for Preliminary Approval. At the same time Plaintiffs submit this Stipulation of Settlement to
14 the Tulare County Superior Court, Plaintiffs agree to submit a copy of the Stipulation of
15 Settlement to the LWDA. Promptly upon execution of this Stipulation of Settlement, Plaintiffs
16 shall apply to the Court for the entry of an order preliminarily approving the Settlement in a
17 form that is mutually agreeable between the Parties.

18 **DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL**

19 27. Class Counsel agreed to return all confidential documents, lists and data in all
20 forms and formats (originals and copies) within seven (7) calendar days from final Court
21 approval of the Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and
22 to approve before filing, Plaintiffs' Motion for Final Approval of Class Action and PAGA
23 Settlement. Class Counsel agrees to submit a proposed final order and judgment mutually
24 agreeable between the Parties.

25 **PARTIES AUTHORITY**

26 28. The signatories hereto hereby represent that they are fully authorized to enter into
27 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

28 **MUTUAL FULL COOPERATION**

1 29. The Parties agree to fully cooperate with each other to accomplish the terms of
2 this Stipulation of Settlement, including but not limited to execution of such documents and
3 taking such other action as reasonably may be necessary to implement the terms of this
4 Stipulation of Settlement. The Parties shall use their best efforts, including all efforts
5 contemplated by this Stipulation of Settlement and any other efforts that may become necessary
6 by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set
7 forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class
8 Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all
9 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

10 30. The Parties and their respective counsel agree that they will not attempt to
11 encourage or discourage Class Members from filing Requests for Exclusion.

12 **NO PRIOR ASSIGNMENTS**

13 31. The Parties and their counsel represent, covenant, and warrant that they have not,
14 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
15 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of
16 action or right herein released and discharged except as set forth herein.

17 **NO ADMISSION**

18 32. Nothing contained herein, nor the consummation of this Stipulation of
19 Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or
20 wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation
21 of Settlement solely with the intention to avoid further disputes and litigation with the attendant
22 inconvenience and expenses.

23 **ENFORCEMENT ACTIONS**

24 33. The Parties agree that the Tulare County Superior Court shall retain jurisdiction
25 to enforce the terms of this Settlement pursuant to California Code of Civil Procedure section
26 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any
27 legal action or other proceeding against any other Party or Parties to enforce the provisions of
28 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of

1 Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful
2 Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees,
3 incurred in connection with any enforcement actions.

4 **NOTICES**

5 34. Unless otherwise specifically provided herein, all notices, demands or other
6 communications given hereunder shall be in writing and shall be deemed to have been duly
7 given as of the third (3rd) business day after mailing by United States registered or certified
8 mail, return receipt requested, addressed as follows:

<u>To Plaintiffs and the Settlement Class:</u>	<u>To Defendant:</u>
Isandra Fernandez Anthony Draper JAMES HAWKINS, APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 Marcus J. Bradley Kiley L. Grombacher BRADLEY/GROMBACHER, LLP 31365 Oak Crest Drive, Suite 240 Westlake Village, CA 91361	Veronica T. Hunter, Esq. JACKSON LEWIS P.C. 93 Red River Street, Suite 1150 Austin, Texas 78701 Elise G. Dvorochkin, Esq. JACKSON LEWIS P.C. 160 West Santa Clara Street, Suite 400 San Jose, California 95113

19
20 **NO PUBLIC COMMENT**

21 35. The Class Representatives and Class Counsel will not make any public disclosure
22 of the Settlement, except through Court filings to preliminary and finally approve the
23 Settlement. Class Counsel will take all steps necessary to ensure that the Class Representatives
24 are aware of, and will ensure that the Class Representatives adhere to, the restriction against any
25 public disclosure of the Settlement. Following preliminary Court approval of the Settlement, the
26 Class Representatives and Class Counsel will not initiate any communications (directly or
27 indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class
28 Representatives and Class Counsel may, in response to a communication initiated by the media,

1 direct the inquiring media member to the public records of the Action on file with the Court.
2 Class Counsel will take all steps reasonably necessary to ensure that the Class Representatives
3 are aware of, and will ensure that he will adhere to, the restriction against any media comment
4 on the Settlement and its terms.

5 **CONSTRUCTION**

6 36. The Parties hereto agree that the terms and conditions of this Stipulation of
7 Settlement are the result of arms-length negotiations and private mediation between the Parties
8 and this Stipulation of Settlement shall not be construed in favor of or against any party by
9 reason of the extent to which any party or his, her or its counsel participated in the drafting of
10 this Stipulation of Settlement.

11 **MODIFICATION**

12 37. This Stipulation of Settlement may not be changed, altered, or modified, except
13 in writing and signed by the Parties hereto and approved by the Court. This Stipulation of
14 Settlement may not be discharged except by performance in accordance with its terms or by a
15 writing signed by the Parties hereto.

16 **INTEGRATION CLAUSE**

17 38. This Stipulation of Settlement and the Mediator's Proposal contain the entire
18 agreement between the Parties relating to the Settlement and transaction contemplated hereby,
19 and all prior or contemporaneous agreements, understandings, representations, and statements,
20 whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.
21 No rights hereunder may be waived except in writing.

22 **BINDING ON ASSIGNS**

23 39. This Stipulation of Settlement shall be binding upon and inure to the benefit of
24 the Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
25 administrators, successors, and assigns.

26 **CLASS MEMBER SIGNATORIES**

27 40. It is agreed that because the Class Members and PAGA Members are so
28 numerous, it is impossible or impractical to have Class Members and PAGA Members execute

and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA Member.

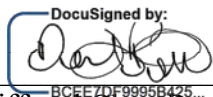
COUNTERPARTS

41. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

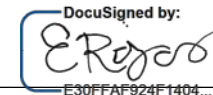
Dated: May 31, 2025

PLAINTIFF DEMETRIA PRITCHETT:

By:  Plaintiff and Class Representative

Dated: May 29, 2025

PLAINTIFF ELIZABETH ROJAS:

By:  Plaintiff and Class Representative

Dated: May __, 2025

PLAINTIFF ALISSA BAKER:

By: _____
Plaintiff and Class Representative

Dated: May __, 2025

FAMILY HEALTHCARE NETWORK

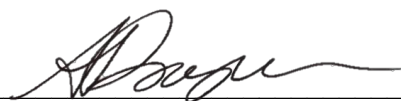
By: _____
24

Its Authorized Officer or Agent

AGREED AS TO FORM:

Dated: May 31, 2025

JAMES HAWKINS APLC:

By: 

Attorneys for Plaintiffs, Class Representatives,
Settlement Class, and PAGA Members

Dated: May __, 2025

BRADLEY/GROMBACHER, LLP

By: _____

Attorneys for Plaintiffs, Class Representatives,
Settlement Class, and PAGA Members

Dated: May __, 2025

MAJARIAN LAW GROUP APC

By: _____

Attorneys for Plaintiffs, Class Representatives,
Settlement Class, and PAGA Members

Dated: May __, 2025

JACKSON LEWIS P.C.:

By: _____

Veronica T. Hunter
Elise G. Dvorochkin

Attorneys for Defendants
FAMILY HEALTHCARE NETWORK

1 this Stipulation of Settlement. The Class and PAGA Notice will advise all Class Members and
2 PAGA Members of the binding nature of the release, and the release shall have the same force
3 and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA
4 Member.

5 **COUNTERPARTS**

6 41. This Stipulation of Settlement may be executed in counterparts and by facsimile
7 signatures, and when each Party has signed and delivered at least one such counterpart, each
8 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
9 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
10 upon and effective as to all Parties.

11 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
12 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
13 Defendants as of the date(s) set forth below:

14 Dated: November __, 2025

PLAINTIFF DEMETRIA PRITCHETT:

15
16 By: _____
17 Plaintiff and Class Representative

18 Dated: November __, 2025

PLAINTIFF ELIZABETH ROJAS:

19
20 By: _____
21 Plaintiff and Class Representative

22 Dated: November __, 2025

PLAINTIFF ALISSA BAKER:

23
24 By: _____
25 Plaintiff and Class Representative

26 Dated: November 20, 2025

FAMILY HEALTHCARE NETWORK

27 By:  _____
28 Its Authorized Officer or Agent

1 this Stipulation of Settlement. The Class and PAGA Notice will advise all Class Members and
 2 PAGA Members of the binding nature of the release, and the release shall have the same force
 3 and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA
 4 Member.

5 **COUNTERPARTS**

6 41. This Stipulation of Settlement may be executed in counterparts and by facsimile
 7 signatures, and when each Party has signed and delivered at least one such counterpart, each
 8 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
 9 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
 10 upon and effective as to all Parties.

11 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
 12 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
 13 Defendants as of the date(s) set forth below:

14 Dated: November __, 2025

PLAINTIFF DEMETRIA PRITCHETT:

15
 16 By: _____
 Plaintiff and Class Representative

17
 18 Dated: November __, 2025

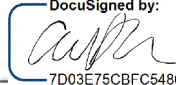
PLAINTIFF ELIZABETH ROJAS:

19
 20 By: _____
 Plaintiff and Class Representative

21
 22 Dated: November __, 2025

PLAINTIFF ALISSA BAKER:

12/5/2025

23
 24 By:  _____
 Plaintiff and Class Representative

25 Dated: November 20, 2025

FAMILY HEALTHCARE NETWORK

26
 27 By:  _____
 Its Authorized Officer or Agent

1 AGREEED AS TO FORM:

2
3 Dated: November __, 2025

JAMES HAWKINS APLC:

4
5 By: _____

6
7 Attorneys for Plaintiffs, Class Representatives,
8 Settlement Class, and PAGA Members

9 Dated: November __, 2025

BRADLEY/GROMBACHER, LLP

10
11 By: _____

12
13 Attorneys for Plaintiffs, Class Representatives,
14 Settlement Class, and PAGA Members

15 Dated: November __, 2025

MAJARIAN LAW GROUP APC

16
17 By: _____

18
19 Attorneys for Plaintiffs, Class Representatives,
20 Settlement Class, and PAGA Members

21 Dated: December 4, 2025

JACKSON LEWIS P.C.:

22
23 By:  _____

24 Veronica T. Hunter
25 Elise G. Dvorochkin
26 Omar Mustafa

27 Attorneys for Defendants
28 FAMILY HEALTHCARE NETWORK

1 AGREED AS TO FORM:

2
3 Dated: November __, 2025

JAMES HAWKINS APLC:

4
5 By: _____

6
7 Attorneys for Plaintiffs, Class Representatives,
8 Settlement Class, and PAGA Members

9 Dated: November __, 2025

BRADLEY/GROMBACHER, LLP

10 12/5/2025

11
12 By: _____

DocuSigned by:

Marc Bradley

4EC77CC0440240A...

13 Attorneys for Plaintiffs, Class Representatives,
14 Settlement Class, and PAGA Members

15 Dated: November __, 2025

MAJARIAN LAW GROUP APC

16 12/5/2025

17
18 By: _____

DocuSigned by:

Garen Majarian

6FC1883772AA45C...

19 Attorneys for Plaintiffs, Class Representatives,
20 Settlement Class, and PAGA Members

21 Dated: December 4, 2025

JACKSON LEWIS P.C.:

22
23 By: _____

24 Veronica T. Hunter
25 Elise G. Dvorochkin
26 Omar Mustafa

27 Attorneys for Defendants
28 FAMILY HEALTHCARE NETWORK

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2025 10:49:08 AM
Certified Delivered	Security Checked	12/5/2025 9:27:07 AM
Signing Complete	Security Checked	12/5/2025 9:27:18 AM
Completed	Security Checked	12/5/2025 9:27:18 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

Pritchett et al. v. Family Healthcare Network, Case No. VCU290948

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action lawsuit (“Action”) against Defendant Family Healthcare Network (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees of Defendant, Demetria Christine Pritchett, Elizabeth Rojas, and Alissa Baker (“Plaintiffs”) and seeks payment of alleged: (1) back wages and other relief for a class of persons employed by Defendant in California as non-exempt employees (“Class Members”) during the Class Period (February 1, 2022 to February 28, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked any hours for Defendant in California during the PAGA Period (February 1, 2022 to February 28, 2025) (“PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund individual class payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA payments to PAGA Members and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your individual class payment is estimated to be \$_____ (less withholding) and your individual PAGA payment is estimated to be \$_____ (your Settlement Award).** 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 Defendant’s 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 Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement

and be eligible for an individual class payment and/or an individual PAGA payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Member, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay individual PAGA payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and 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. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by _____	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked during the Class Period and how many workweeks you worked during the PAGA Period, respectively. Partial workweeks will not be counted. The number of workweeks you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, and wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks, sick pay and vacation wages, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: James Hawkins, APLC, Bradley/Grombacher, LLP, and Majarian Law Group APC (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it has and continues to comply with all applicable laws at all times.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and

scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,838,926.00 as the Maximum Settlement Amount. Defendant has agreed to deposit the Maximum Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Administrator will use the Maximum Settlement Amount to pay all payments to Class Members and PAGA Members, enhancement awards to the class representatives, Class Counsel's attorney's fees and litigation expenses, the Settlement Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fully fund the Maximum Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Maximum Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$643,624.00 (35% of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$36,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 each to Plaintiff Pritchett and Plaintiff Baker, and \$5,000.00 to Plaintiff Rojas, for a total of \$25,000, as their Enhancement Awards for filing the Action, working with Class Counsel and representing the Class. Enhancement Awards will be the only monies Plaintiffs will receive other than their Individual Settlement Awards.
 - C. Approximately \$17,250.00 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$45,000.00 for PAGA Allocation, allocated 75% to the LWDA and 25% to the PAGA Members based on their workweeks worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement Amount (the "Net Settlement Amount") by making individual class payments to Participating Class Members based on their Workweeks worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each individual class payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Awards will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number or email address, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc.

(the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. Effective upon the date of final approval by the Court of the Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion will be bound by the following release:

Upon the date on which the payment of the Gross Settlement Amount is made by Defendant the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall be deemed to have fully released and discharged the Released Parties from all claims under state, federal, and local law whether statutory, common law or administrative law, that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226(a), 226(b), 226.7, 227.3, 246, 510, 511, 512, 516, 1174, 1182, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, Business and Professions Code §§ 17200, et seq., California Industrial Welfare Commission Wage Orders, California Code of Regulations, Civil Code section 1021.5, and all claims for or related to Defendant’s alleged failure to pay minimum, overtime, or double time wages, properly calculate the regular rate of pay, timely pay wages at separation, failing to pay wages timely during employment, reimburse necessary business expenses, provide accurate wage statements, pay for all hours worked due to rounding of employee timekeeping records and off-the-clock-work, keep adequate time records, failing to pay accrued vacation wages, failing to pay sick pay at the regular rate, provide meal periods and meal period premiums, and provide rest periods and rest period premiums, claims for unfair competition, unfair business practices, unlawful business practices, and fraudulent business practices in violation of California Business and Professions Code sections 17200 et seq., and claims for declaratory relief, statutory penalties, interest, attorneys’ fees and costs, as well as all other claims and allegations alleged in the Operative Complaint (collectively, “Released Class Claims”) from February 1, 2022 through February 28, 2025 (“Class Release Period”).

10. PAGA Members’ PAGA Release. Effective upon the date of final approval by the Court of the Settlement, all PAGA Members will be barred from asserting PAGA claims against

Defendant, whether or not they exclude themselves from the Settlement.

The PAGA Members' Releases are as follows:

Upon the date on which the payment of the Gross Settlement Amount is made by Defendant all PAGA Members are deemed to release all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2698, et seq. and IWC Wage Orders, as alleged in the Operative Complaint and/or the LDWA letter, and the California Industrial Welfare Commission Wage Orders based on the facts alleged in the Operative Complaint and/or the LWDA letter (collectively, "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members from February 1, 2022 through February 28, 2025 ("PAGA Release Period"), and for the entire PAGA Release Period, regardless of whether PAGA Members negotiate (cash) their settlement checks sent pursuant to this Settlement and regardless of whether any such PAGA Member opts out or attempts to exclude themselves from the Settlement.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Settlement Administrator will calculate individual PAGA payments by (a) dividing \$11,250.00 by the total number of workweeks worked by all PAGA Members and (b) multiplying the result by the number of workweeks worked by each individual PAGA Member.
3. Workweek Challenges. The number of workweeks you worked during the Class Period and the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary

information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the individual class payment and the individual PAGA payment.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single individual PAGA payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your full name, address, date of birth, dates you worked as a Class Member, and a simple statement that you have received this Notice, do not want to participate in the Settlement, and want to be excluded from the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Pritchett et al. v. Family Healthcare Network*, Case No. VCU290948, and include your identifying information (full name, address, date of birth, approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by , or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Named Plaintiffs' Enhancement Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Enhancement Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Named Plaintiffs' Enhancement Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. To object, you must file a written objection and a notice of intention to appear at the Final Approval Hearing with the Clerk of the Tulare County Superior Court and send copies to the Settlement Administrator, Class Counsel, and counsel for Defendant. **The deadline for sending written objections to the Settlement Administrator is ____.** Any written objection must state each specific reason in support of the objection and any legal support for each objection. Make sure you identify the Action as *Pritchett et al. v. Family Healthcare Network*, Case No. VCU290948 and include your full name, address, date of birth, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 7 of the Tulare Superior Court, located at 221 South Mooney Blvd., Visalia, California 93291. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, California 93291, during regular court hours. This case is assigned to Department 7 of the County Civic Center Courthouse, located at 221 S. Mooney Blvd., Visalia, California 93291. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Marcus Bradley in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed on <<<DATE PRELIMINARY APPROVAL MOTION FILED>>>. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

James R. Hawkins
Isandra Fernandez
Lance Dacre
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel: (949) 387-7200

Marcus Bradley
mbradley@bradleygrombacher.com
Kiley Grombacher
kgrombacher@bradleygrombacher.com
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

**ADDENDUM TO JOINT STIPULATION OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE OF CLAIMS**

This Addendum to Joint Stipulation of Class Action and PAGA Settlement and Release of Claims is dated as of February 5, 2026 (the “**Addendum**”) and has been executed for the purpose of modifying the notice period applicable to Class Members. This Addendum clarifies the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “**Settlement Agreement**”) made by and between Plaintiffs and Defendant Family Healthcare Network (“**Defendant**”) in *Demetria Christine Pritchett, et al. v. Family Healthcare Network*, Tulare County Superior Court, Case No. VCU290948 (the “**Action**”).

All terms defined in the Settlement Agreement, in addition to the other terms defined therein, shall have the same meaning, force, and effect in this Addendum.

In consideration of the obligations, conditions, covenants, and agreements set forth in the Settlement Agreement, the Parties hereby acknowledge and agree as follows:

Settlement Agreement ¶ 19 – Clarification of Notice Period:
Settlement Agreement Paragraph 19 is hereby amended such that the notice period for Class Members to submit requests for exclusion (“opt out”) shall be **sixty (60) calendar days**, rather than forty-five (45) calendar days, from the date of mailing of the Class Notice. All other provisions of Paragraph 19, and all remaining terms and conditions of the Settlement Agreement, remain unchanged and in full force and effect.

EXECUTION BY COUNSEL

The Parties’ counsel hereby execute this Agreement.

DATED: September 11, 2026

**BRADLEY/GROMBACHER LLP
MAJARIAN LAW GROUP**

By: _____
Marcus J. Bradley
Garen Majarian II
Sahag Majarian
Counsel for Plaintiff Alissa Baker

DATED: _____

JAMES HAWKINS APLC

By: _____
James Hawkins
Anthony Draper
Isandra Fernandez
Counsel for Plaintiffs Demetria Christine
Pritchett and Elizabeth Rojas

**ADDENDUM TO JOINT STIPULATION OF CLASS ACTION AND PAGA
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EXECUTION BY COUNSEL

The Parties’ counsel hereby execute this Agreement.

DATED: _____

**BRADLEY/GROMBACHER LLP
MAJARIAN LAW GROUP**

By: _____
Marcus J. Bradley
Garen Majarian II
Sahag Majarian
Counsel for Plaintiff Alissa Baker

DATED: Feb 9, 2026

JAMES HAWKINS APLC

By:  _____
James Hawkins
Anthony Draper
Isandra Fernandez
Counsel for Plaintiffs Demetria Christine
Pritchett and Elizabeth Rojas

DATED: February 9, 2026

JACKSON LEWIS, P.C.

By: _____

Veronica T. Hunter
Elise Dvorochkin
Omar Mustafa
Counsel for Defendant

EXHIBIT 2

Matter Billing Detail

Report Date: 8/24/2026
Report Time: 3:00PM
Page: 1 of 3
User ID: Gonzales

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 08/24/2026
Client: FAMILY002 - Demetria Christine Pritchett
Matter: FAMILY001 - Family HealthCare Network- Demetria Pritchett v. Family Health

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
03/17/2022	FIL	Filing Fee - lwda letter	\$75.00		Unbilled				
03/17/2022	POS	Postage - LWDA Letter	\$8.56		Unbilled				
03/22/2022	FST	First Legal Network - Filing branch pdf same day, complaint, civil case cover sheet, IN#30192286	\$1,772.13		Unbilled				
07/20/2022	FST	First Legal Network - Process, complaint, initial docs IN#30205948	\$217.02		Unbilled				
08/02/2022	FST	First Legal Network- E-Filing: POS, CM Stmt IN#30209403	\$72.90		Unbilled				
08/31/2022	FST	First Legal Network - E-Filing: Demand for Jury IN#30212421	\$201.45		Unbilled				
09/23/2022	POS	Postage- Postage on 9.9.22 Letter re: Settment	\$7.82		Unbilled				
09/28/2022	FST	First Legal Network - E-Filing: CM Statement (CM-110) IN#30212421	\$36.45		Unbilled				
10/17/2022	FST	First Legal Network - E-Filing (2) - Notice: Other IN# 30216387	\$72.90		Unbilled				
11/01/2022	FST	First Legal Network - E-Filing - Complaint, Proof of Service, Process Serve - First Amended Complaint IN# 30219274	\$211.63		Unbilled				
10/11/2023	MED	Mediation Services IN#6785130 CK#11202	\$9,475.00		Unbilled				
05/23/2024	POS	Postage - Contact Lettter	\$8.69		Unbilled				
05/30/2024	EXA	Expert Analysis - IN# 240526 CK# 11892	\$2,400.00		Unbilled				
07/08/2024	FST	First Legal Network - Filing - Notice of Remote Appearance (2) IN# 30290822	\$78.85		Unbilled				
07/08/2024	FST	First Legal Network - Filing - Notice of Remote Appearance IN# 30290822	\$87.45		Unbilled				
07/16/2024	FST	First Legal Network - Filing - Settlement Conference Statement IN# 30290822	\$40.90		Unbilled				
08/15/2024	LDS	Legal Document Server - E-Filing - Notice of Remote Appearance IN# 10181616	\$12.90		Unbilled				
08/26/2024	MED	Mediation Services CK#1144	\$18,000.00		Unbilled				
07/16/2025	LDS	Legal Document Server - EFiling - Stip and Order IN# 12426946	\$53.50		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
10/06/2025	LDS	Legal Document Server - EFiling - Stip and Order IN# 13027475	\$53.50		Unbilled				
10/09/2025	LDS	Legal Document Server - Document Retrieval - Granting Leave to File Third Amended Complaint, IN# 13072813	\$135.00		Unbilled				
10/10/2025	LDS	Legal Document Server - EFiling - Complaint Amended IN# 13073156	\$33.50		Unbilled				
01/12/2026	LDS	Legal Document Server - EFiling - Proposed Order, Judgment, Motion, Declaration IN# 13744155	\$30.00		Unbilled				
01/12/2026	LDS	Legal Document Server - Efiling - Motion, Proposed Order Judgment IN# 13744220	\$93.50		Unbilled				
01/20/2026	LDS	Legal Document Server - Efiling - Notice of Remote Appeaance IN# 13792886	\$33.50		Unbilled				
03/25/2026	LDS	Legal Document Server - Document Retrieval - 1/20/26 Order Granted IN# 14345377	\$135.00		Unbilled				
Total:			\$33,347.15	\$0.00					
Balance:			\$33,347.15						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$33,347.15						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

Activities Export

08/24/2026
2:59 PM

Date	Type	Description	Matter	User	Qty	Rate (USD)	Non-billable (USD)	Billable (USD)
08/11/2026	  Unbilled	Client Update Re Settlement	Family HealthCare Network- Demetria Pritchett v. Family Health	Anthony Draper	0.17h	\$525.00	-	\$89.25
04/09/2026	  Unbilled	EFiling - Proposed Order IN# 14435555	Family HealthCare Network- Demetria Pritchett v. Family Health	Nicole Miccolis	1.00	\$30.00	-	\$30.00
							\$0.00 USD 0.00h	\$119.25 USD 0.17h