ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.:
NAME: Thiago M. Coelho, Esq. (SBN 324715); Trenten N. Bilodeaux (SBN 332692)
FIRM NAME: Wilshire Law Firm, PLC
STREET ADDRESS: 660 South Figueroa Street, Sky Lobby
CITY: Los Angeles STATE: CA ZIP CODE: 90017
TELEPHONE NO.: (213) 381-9988 FAX NO.: (213) 381-9989
E-MAIL ADDRESS: thiago.coelho@wilshirelawfirm.com,trenten,bilodeaux@wilshirelawfirm.com
ATTORNEY FOR (*name*): Plaintiff Gohar Bosnuyan

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
STREET ADDRESS: 751 W. Santa Ana Blvd
MAILING ADDRESS: 751 W. Santa Ana Blvd
CITY AND ZIP CODE: Santa Ana, 92701
BRANCH NAME: Civil Complex Center

CASE NUMBER:
30-2025-01470646-CU-OE-CXC

PLAINTIFF/PETITIONER: Gohar Bosnuyan
DEFENDANT/RESPONDENT: Paloma Medical Group, Inc. et al.
OTHER:

JUDICIAL OFFICER:
David A. Hoffer

PROPOSED ORDER (COVER SHEET)

DEPT:
CX103

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

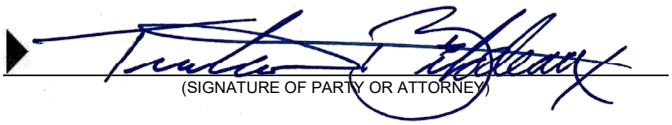
1. Name of the party submitting the proposed order:
   Plaintiff Gohar Bosnuyan

2. Title of the proposed order:
   [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement

3. The proceeding to which the proposed order relates is:
   a. Description of proceeding: Preliminary Approval Hearing
   b. Date and time: December 28, 2026 at 1:30 p.m.
   c. Place: Civil Complex Center at 751 W. Santa Ana Blvd, California 92701

4. The proposed order was served on the other parties in the case.

Trenten Bilodeaux
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

Form Adopted for Mandatory Use
Judicial Council of California
EFS-020 [Rev. February 1, 2017]

PROPOSED ORDER (COVER SHEET)
(Electronic Filing)

Cal. Rules of Court,
rules 2.252, 3.1312
www.courts.ca.gov

CASE NAME:	CASE NUMBER:
Gohar Bosnuyan v. Paloma Medical Group, Inc. et al.	30-2025-01470646-CU-OE-CXC

PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER

1. I am at least 18 years old and **not a party to this action.**

   a. My residence or business address is *(specify):*
   660 South Figueroa Street, Sky Lobby, Los Angeles, California 90017

   b. My electronic service address is *(specify):* dariane.rose@wilshirelawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

   a. On *(name of person served) (If the person served is an attorney, the party or parties represented should also be stated.):*
   Elaine Vukadinovich, Esq. (e.vukadinovich@musickpeeler.com) & Leticia Shirley (l.shirley@musickpeeler.com)

   b. To *(electronic service address of person served):* Please see above

   c. On *(date):* 11/11/2026

[x] Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: 11/11/2026

Dariane Rose
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
Rachel J. Vinson (SBN 331434)
rachel.vinson@wilshirelawfirm.com
Trenten N. Bilodeaux (SBN 332692)
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Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

GOHAR BOSNUYAN, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

PALOMA MEDICAL GROUP, INC., a corporation; PALOMA MEDICAL PARTNERS – A CALIFORNIA GENERAL PARTNERSHIP, an unknown entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01470646-CU-OE-CXC
Related to 30-2025-01478152-CU-OE-CXC

[Assigned for All Purposes to the Honorable David A. Hoffer, Dept. CX103]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Preliminary Approval Hearing:
Date: December 28, 2026
Time: 1:30 p.m.
Dept.: CX103
Reservation Number: 1000654928

Complaint Filed: March 27, 2025
Trial date: Not Set

[PROPOSED] ORDER

Having reviewed Plaintiff Gohar Bosnuyan's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of Thiago M. Coelho, Plaintiff's Declaration, and the Class Action and PAGA Settlement Agreement as amended by the First Amendment to Class Action and PAGA Settlement Agreement ("Amendment") (together, the "Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. This Order hereby incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

2. For purposes of settlement, the Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendants Paloma Medical Group, Inc. and Paloma Medical Partners – a California General Partnership (collectively, the "Defendants"), attached to the Declaration of Thiago M. Coelho in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as Exhibits 2 and 3.

3. The Court approves the Amendment pursuant to Paragraph 12.9 of the Class Action and PAGA Settlement Agreement.

4. The Court notes that on October 28, 2026, the Parties filed a Joint Stipulation to Consolidate the Class Action (Case No. 30-2025-01470646-CU-OE-CXC) and the PAGA Action (Case No. 30-2025-01478152-CU-OE-CXC) for all purposes, with the Class Action as the lead case. The Court granted the stipulation by order dated November 2, 2026.

5. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants have agreed to create a common fund of $185,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a $9,250.00 allocation toward

civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 65% of which ($6,012.50) will be paid to California's Labor and Workforce Development Agency and 35% of which ($3,237.50) will be paid to Aggrieved Employees; (c) a Class Representative Enhancement Award of up to $10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (which equals $61,666.67), and up to $25,000.00 in costs for actual litigation expenses incurred by Plaintiff's Counsel; and (e) Administrator Costs Payment of up to $5,750.00. The Court preliminarily approves the Gross Settlement Amount and the PAGA allocation as set forth in the Settlement Agreement. The amounts of the Class Representative Enhancement Award, attorneys' fees and costs, and Administration Costs will be determined at final approval.

6. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

7. The Court finds that for the purposes of settlement, Plaintiff has established in the moving papers and supporting declarations the requirements for certification of a provisional settlement class pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769.

8. The Court's conditional certification of a class for settlement purposes only is not deemed a concession or admission by Defendants. If the Court does not grant Preliminary

Approval or Final Approval, or does not enter Judgment, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses, as provided in Paragraph 12.1 of the Settlement Agreement, as amended by the Amendment. The Settlement, the Settlement Agreement, and the Parties' willingness to settle will not be admissible in connection with any litigation, except proceedings to enforce or effectuate the Settlement and the Settlement Agreement.

9. A final approval hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, payment to the LWDA and Aggrieved Employees for their share of the settlement of claims for penalties under PAGA, and the Class Representative Enhancement Award should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

10. The Court provisionally certifies for settlement purposes only the following class (the "Class"): "all persons employed by Defendants, or either of them, in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees."

11. "Class Period" means the period from March 27, 2021, through December 3, 2025 ("Settlement Class Period").

12. "Aggrieved Employees" means all persons employed by Defendants, or either of them, in California as an hourly-paid or non-exempt employee at any time during the PAGA Period, including current and former employees.

13. "PAGA Period" means the period from February 18, 2024, through December 3, 2025.

14. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's

claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

15. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Gohar Bosnuyan. The Court further preliminarily approves Plaintiff's ability to request a Class Representative Service Enhancement Award for up to $10,000.00.

16. The Court appoints, for settlement purposes only, Thiago M. Coelho and Rachel J. Vinson of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (which equals $61,666.67), and costs not to exceed $25,000.00.

17. The Court appoints Phoenix Class Action Administration Solutions as the Administrator with reasonable administration costs not to exceed $5,750.00.

18. The Court preliminarily approves Legal Aid at Work as the cy pres recipient of the funds represented by any Individual Class Payment or Individual PAGA Payment check that is uncashed and canceled after the Void Date, as provided in Paragraph 4.4.3 of the Settlement Agreement, as amended by the Amendment. The Court will consider final approval of the cy pres recipient at the Final Approval Hearing.

19. The Court approves, as to form and content the Class Notice attached hereto as **Exhibit A (the same Class Notice attached as Exhibit A to the Amendment).** The Court finds on a preliminary basis that the Class Notice and the plan for distribution of the Class Notice to Class Members satisfy due process, provide the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

20. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

21. Class Members will have sixty (60) calendar days from the date the Administrator mails the Class Notice to submit Requests for Exclusion, to submit objections, and to challenge the number of Workweeks and/or PAGA Pay Periods credited to them (extended by an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) (the "Response

Deadline").

22. Any Class Member who does not timely and validly request exclusion from the Settlement by the Response Deadline may object to the Settlement Agreement.

23. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendants to provide Class Data to the Administrator	7 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Fee Motion Deadline: Last day to file Request for Attorneys' Fees and Costs and Class Representative Service Enhancement Award to Plaintiff; the Administrator will post the motion on the settlement website within 2 business days after it is filed	14 calendar days before the Response Deadline
Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	60 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval	16 court days before the Final Approval Hearing

Final Approval Hearing	_____, 2027, at _____ a.m./p.m. in Dept. CX103 of the above-referenced Court

24. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

25. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all other dates provided for in this Order and the Settlement Agreement, without further notice to the Class Members. The Court may approve non-material modifications to the Settlement Agreement that are set forth in a written instrument signed by the Parties or their representatives in accordance with Paragraph 12.9 of the Settlement Agreement, without further notice to the Class Members; any material modification will require such notice to the Class Members as the Court orders.

IT IS SO ORDERED.

DATED: _____

_____
HON. DAVID A. HOFFER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

Gohar Bosnuyan v. Paloma Medical Group, Inc., et al.
Case No. 30-2025-01470646-CU-OE-CXC
(Related to Case No. 30-2025-01478152-CU-OE-CXC)

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

The Superior Court authorized this Notice. Read it carefully. It is not a solicitation from a lawyer, and you are not being sued. Your legal rights may be affected whether or not you act.

[CLASS MEMBER NAME]
[ADDRESS]
[CITY, STATE ZIP]
Class Member ID: [ID NUMBER]

YOUR ESTIMATED SETTLEMENT PAYMENTS	
Workweeks credited to you during the Class Period (March 27, 2021 – December 3, 2025):	**[NUMBER OF WORKWEEKS]**
PAGA Pay Periods credited to you during the PAGA Period (February 18, 2024 – December 3, 2025):	**[NUMBER OF PAGA PAY PERIODS]**
Your estimated Individual Class Payment:	**$[AMOUNT]**
Your estimated Individual PAGA Payment:	**$[AMOUNT]**
Your estimated total payment:	**$[AMOUNT]**

These are estimates. Your final payment depends on how much the Court approves for fees, costs, the Enhancement Award, and administration, and on how many Class Members exclude themselves. If you believe the number of Workweeks or PAGA Pay Periods above is wrong, see Section 12.

KEY DATES	
Deadline to request exclusion, object, or dispute your Workweeks/PAGA Pay Periods (the "Response Deadline")	[DATE — 60 days after the Administrator mails this Notice; add 14 days if this Notice was re-mailed to you]
Final Approval Hearing	[DATE], at [TIME], Department CX103, Superior Court of California, County of Orange, [COURTHOUSE ADDRESS — CONFIRM], before the Hon. David A. Hoffer.

YOUR OPTIONS AT A GLANCE

Option	What happens	Deadline
1. DO NOTHING	You stay in the Class, you will receive your Individual Class Payment and Individual PAGA Payment, and you give up the claims described in Section 8. You do not need to file a claim form.	None
2. EXCLUDE YOURSELF (opt out)	You receive no Individual Class Payment and keep any right to sue Defendants separately on the class claims. If you are an Aggrieved Employee, you will STILL receive your Individual PAGA Payment and STILL release the PAGA claims.	Response Deadline
3. OBJECT	If you stay in the Class, you may tell the Court why you disagree with the settlement. You cannot object if you opt out.	Response Deadline (written) or at the hearing
4. DISPUTE YOUR WORKWEEKS OR PAGA PAY PERIODS	Tell the Administrator if you believe the numbers on page 1 are wrong.	Response Deadline

1. WHY DID I GET THIS NOTICE?

Records show you worked for Paloma Medical Group, Inc. and/or Paloma Medical Partners – a California General Partnership ("Defendants") in California as an hourly-paid or non-exempt employee at some time between March 27, 2021 and December 3, 2025. The Court has granted preliminary approval of a proposed settlement of two related lawsuits and ordered that you receive this Notice because you may be a "Class Member," an "Aggrieved Employee," or both. This Notice explains the settlement and your rights and options. The Court will hold a hearing to decide whether to give final approval to the settlement.

2. WHAT ARE THESE LAWSUITS ABOUT?

Plaintiff Gohar Bosnuyan ("Plaintiff") filed a class action lawsuit on March 27, 2025 (the "Class Action") claiming that Defendants: (1) failed to pay minimum and straight-time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to reimburse employees for business expenditures; (8) failed to produce requested employment records; and (9) violated California's Unfair Competition Law (Business and Professions Code section 17200 et seq.). On April 25, 2025, Plaintiff filed a separate, related lawsuit seeking civil penalties under the Private Attorneys General Act, Labor Code section 2698 et seq. ("PAGA"), after giving notice to the California Labor and Workforce Development Agency ("LWDA") on February 18, 2025 (the "PAGA Action"). (Together, the "Actions.")

Defendants deny these allegations and deny any wrongdoing or liability. The Court has not decided who is right, and has not ruled on the merits or certified a class for trial. The parties

settled to avoid the cost, delay, and uncertainty of continuing the case. The settlement is not an admission by Defendants of any wrongdoing or liability.

3. WHO IS INCLUDED?

You are a **Class Member** if you were employed by Defendants, or either of them, in California as an hourly-paid or non-exempt employee at any time from March 27, 2021 through December 3, 2025 (the "Class Period"), including current and former employees.

You are an **Aggrieved Employee** if you were employed by Defendants, or either of them, in California as an hourly-paid or non-exempt employee at any time from February 18, 2024 through December 3, 2025 (the "PAGA Period"), including current and former employees.

Defendants' records show approximately 140 Class Members who worked a total of approximately 5,027 Workweeks during the Class Period, and approximately 52 Aggrieved Employees who worked approximately 1,233 PAGA Pay Periods during the PAGA Period.

4. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant Paloma Medical Group, Inc. will pay, on behalf of Defendants, a Gross Settlement Amount of $185,000.00. This is a non-dollar-reverting settlement: none of it returns to Defendants. Defendants will pay the employer's share of payroll taxes separately. If the Court approves them, the following amounts will be paid from the Gross Settlement Amount:

- **PAGA Penalties: $9,250.00.** 65% ($6,012.50) will be paid to the LWDA; 35% ($3,237.50) will be divided among Aggrieved Employees (Individual PAGA Payments).
- **Attorneys' fees to Class Counsel: up to one-third of the Gross Settlement Amount, which equals $61,666.67.**
- **Litigation expenses to Class Counsel: up to $25,000.00** for actual costs.
- **Class Representative Enhancement Award to Plaintiff: up to $10,000.00,** for Plaintiff's service to the Class and the risks taken in bringing the case, in addition to any payment Plaintiff receives as a Class Member.
- **Settlement Administrator: up to $5,750.00** to Phoenix Class Action Administration Solutions (the "Administrator") for the cost of notice and administration, unless the Court approves a higher amount for good cause.

The remainder, called the **Net Settlement Amount**, will be paid to Participating Class Members as Individual Class Payments. If the Court approves every deduction above in the full amount requested, the Net Settlement Amount will be approximately $73,333.33. If the Court approves less than the amounts requested, the difference stays in the Net Settlement Amount and increases payments to Participating Class Members.

If the number of Workweeks or PAGA Pay Periods turns out to be more than 10% higher than estimated, Defendants may adjust the settlement as described in the Settlement Agreement.

5. HOW MUCH WILL I GET?

Individual Class Payment. The Net Settlement Amount will be divided by the total Workweeks of all Participating Class Members, and the result multiplied by your Workweeks. A "Workweek" is any week in the Class Period in which you worked for Defendants for at least

one day. Based on the maximum deductions above, the estimated value is about $14.59 per Workweek. Your Workweeks and your estimated Individual Class Payment appear on page 1.

Individual PAGA Payment. The Aggrieved Employees' 35% share of the PAGA Penalties ($3,237.50) will be divided by the total PAGA Pay Periods of all Aggrieved Employees, and the result multiplied by your PAGA Pay Periods. A "PAGA Pay Period" is any pay period in the PAGA Period in which you worked for Defendants for at least one day. The estimated value is about $2.63 per PAGA Pay Period. You will receive an Individual PAGA Payment even if you opt out of the Class settlement.

No claim form is required. If you do not opt out, your payment will be mailed to you automatically at the address on the front of this Notice (or your updated address).

6. HOW WILL MY PAYMENT BE TAXED?

Twenty percent (20%) of each Individual Class Payment is treated as wages, subject to tax withholding and reported on an IRS Form W-2. Eighty percent (80%) is treated as interest and penalties, not subject to withholding and reported on an IRS Form 1099. Individual PAGA Payments are treated as penalties and reported on an IRS Form 1099. You are responsible for any taxes you owe on your payments. Neither the lawyers nor the Administrator can give you tax advice; consult a tax professional.

7. WHEN WILL I GET PAID, AND WHAT IF I DON'T CASH MY CHECK?

Payments will be mailed only if the Court grants final approval and after Defendant funds the settlement, which will occur after the Effective Date (the date the Judgment becomes final — if no one objects, when the Court enters Judgment; if someone objects, after the time to appeal has run, or after any appeal is resolved). The Administrator will mail checks within seven (7) days after the settlement is funded. Each check will state a void date 180 days after mailing. **If you do not cash your check by the void date, it will be canceled, and the money will be sent to Legal Aid at Work, a cy pres recipient approved by the Court, and will not be returned to Defendants.** To request a replacement for a lost or misplaced check before the void date, contact the Administrator.

8. WHAT CLAIMS AM I GIVING UP?

If you do not opt out (a "Participating Class Member"), once Defendant has fully funded the settlement you will release the "Released Class Claims": all claims asserted in the complaint filed in the Class Action, or that could have been based on the factual allegations in that complaint, that arose during the Class Period. This includes the wage-and-hour claims listed in Section 2. You will also release the Released PAGA Claims described below. You will be bound by the settlement and the Judgment, including if you object and the Court approves the settlement.

All Aggrieved Employees, including those who opt out of the class settlement, will release the "Released PAGA Claims": all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the February 18, 2025 PAGA Notice to the LWDA and the Operative Complaint that are alleged to have occurred during the PAGA Period. A PAGA settlement binds all Aggrieved Employees and the State of California, and you cannot opt out of the PAGA release.

The released parties are Defendants and Defendants' officers, partners, shareholders, owners, directors, managerial employees, and agents. The full release language is in the Settlement Agreement, available on the settlement website listed in Section 15. Your release does not cover claims outside the Class Period or PAGA Period, or claims that cannot be released by law (for example, workers' compensation, unemployment, or disability benefits).

9. WHAT ARE MY OPTIONS?

You have four options, summarized in the table on page 1 and explained in Sections 10 through 12: do nothing, exclude yourself, object, or dispute your Workweeks or PAGA Pay Periods. If you do nothing, you remain in the Class, you will be paid, and you will be bound by the releases described in Section 8. You may object and also dispute your Workweeks, but you cannot both object and opt out.

10. HOW DO I EXCLUDE MYSELF (OPT OUT)?

Send the Administrator a signed, written Request for Exclusion by fax, email, or mail, postmarked, faxed, or emailed no later than the Response Deadline of [DATE]. It should say that you want to be excluded from the Bosnuyan v. Paloma Medical Group class settlement and include your name, address, and an email address or telephone number. Send it to: [ADMINISTRATOR NAME AND ADDRESS / FAX / EMAIL — Phoenix Class Action Administration Solutions]. If you opt out, you will not receive an Individual Class Payment and cannot object to the class portions of the settlement, but you will still receive an Individual PAGA Payment if you are an Aggrieved Employee, and you will still be bound by the PAGA release. If you do not submit a valid, timely Request for Exclusion, you are a Participating Class Member. If more than 15% of Class Members opt out, Defendants may choose to withdraw from the settlement.

11. HOW DO I OBJECT?

Only Participating Class Members may object. You may (a) send a written objection to the Administrator by fax, email, or mail, postmarked, faxed, or emailed no later than the Response Deadline of [DATE]; or (b) appear at the Final Approval Hearing in person (or through your own attorney, at your own expense) and state your objection. Your written objection should state your name, address, the case name and number, the reasons you object, and any supporting papers. The Court will consider your objection whether or not you attend the hearing if you sent it on time. You may object to the fairness of the settlement, the requested attorneys' fees and costs, or the Enhancement Award. Objecting is different from opting out — if you object and the Court approves the settlement, you will still be bound by it.

12. WHAT IF MY WORKWEEKS OR PAGA PAY PERIODS ARE WRONG?

The numbers on page 1 come from Defendants' records. If you disagree, send the Administrator a written challenge by fax, email, or mail no later than the Response Deadline of [DATE], with any documents that support you (for example, pay stubs or schedules). The Administrator will presume Defendants' records are correct unless you provide documents showing otherwise, and the Administrator's decision is final.

13. WHO ARE THE LAWYERS, AND HOW ARE THEY PAID?

The Court appointed the following lawyers as "Class Counsel" to represent the Class: Thiago M. Coelho and Rachel J. Vinson, Wilshire Law Firm, 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017; Telephone (213) 381-9988; Fax (213) 381-9989; thiago.coelho@wilshirelawfirm.com; rachel.vinson@wilshirelawfirm.com. You do not have to pay Class Counsel out of your own pocket. Class Counsel will ask the Court to award fees of up to one-third of the Gross Settlement Amount ($61,666.67) and up to $25,000.00 in expenses, to be paid from the Gross Settlement Amount. You may hire your own attorney at your own cost.

Class Counsel's motion for attorneys' fees, litigation expenses, and the Enhancement Award will be filed no later than fourteen (14) calendar days before the Response Deadline, and will be posted on the settlement website within two (2) business days after it is filed, so you can read it before deciding whether to object.

14. THE FINAL APPROVAL HEARING

The Court will hold a hearing on [DATE] at [TIME] in Department CX103 of the Superior Court of California, County of Orange, [COURTHOUSE ADDRESS — CONFIRM], to decide whether the settlement is fair, reasonable, and adequate and whether to approve the requested fees, costs, Enhancement Award, administration costs, and PAGA Penalties. You do not have to attend. The hearing date may change without further mailed notice. Check the settlement website or call the Administrator to confirm the date and time before attending.

15. WHERE CAN I GET MORE INFORMATION?

This Notice is a summary. The complete Settlement Agreement, as amended, the Preliminary Approval order, the motions for preliminary and final approval, and the motion for attorneys' fees, expenses and Enhancement Award will be posted at [SETTLEMENT WEBSITE]. You may also contact the Administrator: Phoenix Class Action Administration Solutions, [ADDRESS], toll-free [PHONE], fax [FAX], email [EMAIL]. You can also review the Court's files in the Superior Court of California, County of Orange, in Case No. 30-2025-01470646-CU-OE-CXC. **PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS ABOUT THIS NOTICE.** If your address changes, notify the Administrator promptly so your payment reaches you. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement controls.