Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
Rachel J. Vinson (SBN 331434)
rachel.vinson@wilshirelawfirm.com
Trenten N. Bilodeaux (SBN 332692)
trenten.bilodeaux@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Gohar Bosnuyan, individually and on behalf of others similarly situated

Elaine M. Vukadinovich (SBN 187315)
e.vukadinovich@musickpeeler.com
MUSICK, PEELER & GARRETT, LLP
333 South Hope Street, Suite 2900
Los Angeles, CA 90071
Telephone: (213) 629-7607

Attorneys for Defendants Paloma Medical Group, Inc. and Paloma Medical Partners – a California General Partnership

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

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

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Assigned for all purposes to: Hon. David A. Hoffer, Dept. CX103

This First Amendment to Class Action and PAGA Settlement Agreement ("Amendment") is made by and between Plaintiff Gohar Bosnuyan ("Plaintiff") and Defendants Paloma Medical Group, Inc. and Paloma Medical Partners – a California General Partnership ("Defendants") (collectively, the "Parties").

RECITALS

A. The Parties entered into the Class Action and PAGA Settlement Agreement, fully executed on or about October 6, 2026 (the "Agreement").

B. Paragraph 12.9 of the Agreement provides that the Agreement may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

C. Before Plaintiff files the Motion for Preliminary Approval, the Parties wish to correct clerical errors and internal inconsistencies in the Agreement, conform its definitions and statutory references, and update counsel information, as set forth below.

D. Except as expressly stated in this Amendment, nothing in this Amendment changes the Gross Settlement Amount or any other monetary or other term of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINED TERMS

Capitalized terms not defined in this Amendment have the meanings given to them in the Agreement. Paragraph references are to paragraphs of the Agreement.

2. AMENDMENTS TO DEFINITIONS

2.1 Aggrieved Employee. Paragraph 1.4 is deleted and replaced in its entirety with the following:

"1.4 'Aggrieved Employee' 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."

2.2 Class. Paragraph 1.5 is deleted and replaced in its entirety with the following:

"1.5 'Class' 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 Class Period, including current and former employees."

2.3 Class Counsel. Paragraph 1.6 is deleted and replaced in its entirety with the following:

"1.6 'Class Counsel' means Thiago M. Coelho and Rachel J. Vinson of Wilshire Law Firm, PLC."

2.4 Class Counsel Fees Payment. Paragraph 1.7 is deleted and replaced in its entirety with the following:

"1.7 'Class Counsel Fees Payment' means an award of attorneys' fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA of $185,000.00, which equals $61,666.67."

2.5 Defense Counsel. Paragraph 1.18 is deleted and replaced in its entirety with the following:

"1.18 'Defense Counsel' means Elaine M. Vukadinovich of Musick, Peeler & Garrett LLP."

2.6 LWDA and LWDA PAGA Payment. Paragraphs 1.26 and 1.27 are deleted and replaced in their entirety with the following:

"1.26 'LWDA' means the California Labor and Workforce Development Agency."

"1.27 'LWDA PAGA Payment' means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m)."

2.7 Operative Complaint. The following new Paragraph 1.31A is added immediately after Paragraph 1.31:

"1.31A 'Operative Complaint' means, collectively, the Operative Class Complaint and the Operative PAGA Complaint; provided that, if the Actions are consolidated, 'Operative Complaint' means the operative complaint in the consolidated action."

2.8 Released Parties. Paragraph 1.42 is deleted and replaced in its entirety with the following:

"1.42 'Released Parties' means Defendants and Defendants' officers, partners, shareholders, owners, directors, managerial employees, and agents."

3. AMENDMENTS TO MONETARY TERMS

3.1 Class Counsel Fees Payment. In Paragraph 3.2.2, the phrase "which is currently estimated to be $61,050.00" is deleted and replaced with "which equals $61,666.67."

3.2 Timing of Fee, Expense, and Enhancement Requests. In Paragraphs 3.2.1 and 3.2.2, each reference to filing or seeking approval "no later than 16 (sixteen) court days prior to the Final Approval Hearing" is replaced with "no later than fourteen (14) calendar days before the Response Deadline, so that the motion is available to Class Members before the deadline to object." Class Counsel shall cause the Administrator to post the motion on the settlement website within two (2) business days after filing.

3.3 PAGA Pay Periods. In Paragraph 3.2.5.1, the phrase "PAGA Period Pay Periods" is deleted and replaced with "PAGA Pay Periods."

4. AMENDMENTS TO SETTLEMENT FUNDING AND PAYMENTS

4.1 In Paragraph 4.4.1, the phrase "Individual Settlement Payments" is deleted and replaced with "Individual Class Payments."

4.2 Uncashed Checks and Cy Pres Recipient. Paragraph 4.4.3 is deleted and replaced in its entirety with the following:

"4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, as the cy pres recipient, subject to approval by the Court. The Parties agree that such funds constitute 'unpaid residue' within the meaning of Code of Civil Procedure section 384, subdivision (b), and that distribution to Legal Aid at Work as the cy pres recipient satisfies the requirements of that subdivision."

5. AMENDMENT TO RELEASED PAGA CLAIMS

Paragraph 5.3 is deleted and replaced in its entirety with the following:

"5.3 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the PAGA Notice and the Operative Complaint that are alleged to have occurred during the PAGA Period (collectively the 'Released PAGA Claims')."

6. CONFORMING STATUTORY REFERENCES

6.1 In Paragraph 6.1, the reference to "Labor Code Section 2699, subd. (f)(2)" is deleted and replaced with "Labor Code section 2699, subdivision (s)(2)," and the reference to "Labor Code section 2699, subd. (l)(2)" is deleted and replaced with "Labor Code section 2699, subdivision (s)(2)."

6.2 In Paragraph 10, the reference to "Labor Code section 2699, subd. (l)" is deleted and replaced with "Labor Code section 2699, subdivision (s)(2)."

7. RESPONSE DEADLINE

7.1 The Response Deadline for Requests for Exclusion, objections, and challenges to Workweeks and/or PAGA Pay Periods is sixty (60) days after the Administrator mails the Class Notice, plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed, consistent with Paragraphs 1.44, 7.6, and 7.7.2.

7.2 In Paragraph 7.4.4, the phrase "beyond the 45 days otherwise provided in the Class Notice" is deleted and replaced with "beyond the sixty (60) days otherwise provided in the Class Notice."

7.3 In Paragraph 7.5.1, the phrase "not later than 45 days after the Administrator mails the Class Notice" is deleted and replaced with "not later than sixty (60) days after the Administrator mails the Class Notice."

8. ESCALATOR CLAUSE

8.1 In Paragraph 8, the phrase "at their exclusive direction" is deleted and replaced with "at their exclusive discretion."

8.2 The PAGA prong of Paragraph 8 states that the PAGA Penalties increase "by an amount proportional to the increase in PAGA Pay Periods worked in excess of the estimated PAGA Pay Periods," but its example applies the increase only above the 10% threshold. To resolve the inconsistency, the second option in the PAGA prong of Paragraph 8, beginning with "(2) increase the PAGA Penalties," is deleted and replaced with the following:

"(2) increase the PAGA Penalties on a pro rata basis for every PAGA Pay Period above 1,356, consistent with the treatment of Workweeks above 5,530. For example, if the final number of PAGA Pay Periods is 11% more than 1,233, the PAGA Penalties will increase by approximately 1%."

8.3 The following sentence is added at the end of Paragraph 4.1: "Defendants further represent that Aggrieved Employees collectively worked approximately 1,233 PAGA Pay Periods during the PAGA Period."

9. NO ADMISSION; RESERVATION OF RIGHTS

In Paragraph 12.1, the sentence beginning "If, for any reason, the Court does grant Preliminary Approval" is deleted and replaced with the following:

"If, for any reason, 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, Defendants 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."

10. NOTICE

The notice addresses in Paragraph 12.16 are deleted and replaced with the following:

To Plaintiff: Thiago M. Coelho (thiago.coelho@wilshirelawfirm.com) and Rachel J. Vinson (rachel.vinson@wilshirelawfirm.com), Wilshire Law Firm, 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017; Telephone: (213) 381-9988; Facsimile: (213) 381-9989.

To Defendants: Elaine M. Vukadinovich (E.Vukadinovich@musickpeeler.com), Musick, Peeler & Garrett LLP, 333 South Hope Street, Suite 2900, Los Angeles, CA 90071; Telephone: (213) 629-7907.

11. BINDING AGREEMENT

In Paragraph 12.19, the reference to "Cal. Civil Proc. § 664" is deleted and replaced with "Code of Civil Procedure section 664.6."

12. CONSOLIDATION AND JUDGMENT

The Parties agree to stipulate to consolidate the Class Action and the PAGA Action for all purposes, with the Class Action (Case No. 30-2025-01470646-CU-OE-CXC) as the lead case. Upon consolidation, references in the Agreement to the "Action" or "Actions" include the consolidated action, and the Judgment entered in the consolidated action shall resolve all claims asserted in both the Class Action and the PAGA Action. If the Court does not consolidate the Actions, the Parties will submit a proposed judgment in each Action consistent with the Agreement.

13. CLASS NOTICE (EXHIBIT A)

The Class Notice attached to this Amendment as Exhibit A is the Class Notice referenced in Paragraphs 1.12 and 7.4.2 of the Agreement and is incorporated into the Agreement by reference, subject to such changes as the Court may require.

14. GLOBAL CONFORMING CHANGES

Every reference in the Agreement, including its caption and signature blocks, to "Citadelle B. Priagula" or "c.priagula@musickpeeler.com" is replaced with "Elaine M. Vukadinovich" or "E.Vukadinovich@musickpeeler.com," respectively. Every reference to Wilshire Law Firm's address as "3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010" is replaced with "660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017." The Agreement is further amended to conform to the definitions, deadlines, and amounts in this Amendment wherever they appear.

15. GENERAL PROVISIONS

15.1 Effect of Amendment. Except as expressly amended by this Amendment, all terms of the Agreement remain unchanged and in full force and effect. If any term of this Amendment

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conflicts with the Agreement, this Amendment controls. The Agreement and this Amendment together constitute the entire agreement of the Parties relating to the Settlement.

15.2 Court Approval. This Amendment is effective upon execution by all Parties and their counsel, subject to approval by the Court under Paragraph 12.9. Plaintiff will submit this Amendment with the Motion for Preliminary Approval.

15.3 Submission to LWDA. Class Counsel will submit this Amendment to the LWDA at the same time it is submitted to the Court, as required by Labor Code section 2699, subdivision (s)(2).

15.4 Counterparts. This Amendment may be executed in counterparts and by facsimile, email, or electronic signature (e.g., DocuSign), each of which shall be deemed an original and all of which together constitute one instrument.

IT IS SO AGREED.

By the Parties:

DATED: 10/22/2026

DocuSigned by:
3DD80549DD504FE...
Plaintiff Gohar Bosnuyan

DATED: _____

_____
Defendant Paloma Medical Group, Inc.

By: _____

Name/Title: _____

conflicts with the Agreement, this Amendment controls. The Agreement and this Amendment together constitute the entire agreement of the Parties relating to the Settlement.

15.2 Court Approval. This Amendment is effective upon execution by all Parties and their counsel, subject to approval by the Court under Paragraph 12.9. Plaintiff will submit this Amendment with the Motion for Preliminary Approval.

15.3 Submission to LWDA. Class Counsel will submit this Amendment to the LWDA at the same time it is submitted to the Court, as required by Labor Code section 2699, subdivision (s)(2).

15.4 Counterparts. This Amendment may be executed in counterparts and by facsimile, email, or electronic signature (e.g., DocuSign), each of which shall be deemed an original and all of which together constitute one instrument.

IT IS SO AGREED.

By the Parties:

DATED: _____

_____
Plaintiff Gohar Bosnuyan

DATED: Oct 22, 2026

Laura Olson (Oct 22, 2026 10:56:48 PDT)
Defendant Paloma Medical Group, Inc.
By: Laura Olson
Name/Title: Laura Olson, Executive Director

DATED: _____

Laura Olson (Oct 22, 2026 10:56:48 PDT)

Defendant Paloma Medical Partners – a California General Partnership

By: Laura Olson

Name/Title: Laura Olson, Executive Director

Approved as to form by counsel:

DATED: _____

WILSHIRE LAW FIRM

By: _____

Thiago M. Coelho
Rachel J. Vinson
Trenten N. Bilodeaux
Counsel for Plaintiff Gohar Bosnuyan

DATED: _____

MUSICK, PEELER & GARRETT LLP

By: _____

Elaine M. Vukadinovich
Counsel for Defendants Paloma Medical Group, Inc. and Paloma Medical Partners

DATED: _____

_____
Defendant Paloma Medical Partners – a California General Partnership

By: _____

Name/Title: _____

Approved as to form by counsel:

DATED: 10/22/2026

WILSHIRE LAW FIRM

By: _____
Thiago M. Coelho
Rachel J. Vinson
Trenten N. Bilodeaux
Counsel for Plaintiff Gohar Bosnuyan

DATED: _____

MUSICK, PEELER & GARRETT LLP

By: _____
Elaine M. Vukadinovich
Counsel for Defendants Paloma Medical Group, Inc. and Paloma Medical Partners

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.