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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

MARK JOHN SANTOS, individually, and
on behalf of other members of the general
public similarly situated; SAMANTHA
SANCHEZ, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

MEDZED, LLC, a Georgia limited liability
company; MEDZED PHYSICIAN
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV15585
Related to Case No: 22STCV38149

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 12, 2024
Time: 10:30 a.m.
Department: SSC-1

Complaint Filed: May 10, 2022
FAC Filed: December 27, 2023
Trial Date: None Set

1 This matter has come before the Honorable Stuart M. Rice in Department SSC-1 of the
2 Superior Court of the State of California, for the County of Los Angeles, on June 12, 2024 at 10:30
3 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC appear as counsel for Plaintiffs Mark John Santos and Samantha Sanchez (together,
5 "Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees and Holland & Knight LLP appear as counsel for Defendants MedZed, LLC and
7 MedZed Physician Services, Inc. (together, "Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to
14 the Declaration of Yasmin Hosseini in Support of Plaintiffs' Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been conducted
22 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
23 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
24 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
26 and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Service Payments,
3 PAGA Penalties, Administration Costs, and payments to the Participating Class Members and
4 Aggrieved Employees provided thereby, appear to be within the range of reasonableness of a
5 settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed
6 the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the
7 monetary settlement awards made available to the Class Members and Aggrieved Employees are
8 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
9 relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Settlement
11 Class meets the requirements for certification under section 382 of the California Code of Civil
12 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the
13 Class is impracticable; (b) common questions of law and fact predominate, and there is a well-
14 defined community of interest amongst the members of the Class with respect to the subject matter
15 of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d)
16 Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class
17 action is superior to other available methods for the efficient adjudication of the controversy; and (f)
18 Class Counsel are qualified to act as counsel for Plaintiffs in their individual capacity and as the
19 representatives of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid or non-exempt individuals who are or previously
23 were employed by any of the Defendants in the State of California at any time during
24 the Class Period.

25 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Yasmin
26 Hosseini of Lawyers *for* Justice, PC as counsel for the Class (together, "Class Counsel").

27 8. The Court provisionally appoints Plaintiffs Mark John Santos and Samantha
28 Sanchez as the representatives of the Class ("Class Representatives").

 9. The Court provisionally appoints ILYM Group, Inc., ("ILYM") to handle the

administration of the Settlement (“Administrator”).

10. Not later than fourteen (14) calendar days of the date on which the Court enters this Order, Defendants will provide the Administrator with the following information about each Class Member and Aggrieved Employee: full name, last known mailing address, last known telephone number, Social Security Number, and Workweeks and PAGA Pay Periods (collectively, “Class and PAGA Data”) in conformity with the Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as “EXHIBIT A.” The Class Notice shall be provided to Class Members in the manner set forth in the Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an opt out request, of Class Members’ right to dispute the Workweeks and/or PAGA Pay Periods credited to each of them, and of each Participating Class Member’s right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order, and that all other dates set forth in the Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen (14) calendar days after receiving the Class and PAGA Data, pursuant to the terms set forth in the Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Agreement, for seeking exclusion from the Class Settlement. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion, postmarked no later than the date which is sixty (60) calendar days after the Administrator first mails the Class Notice to Class Members and Aggrieved Employees (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by fourteen (14) calendar days from the original deadline. Class Members who submit a valid and timely Request for Exclusion from the Class Settlement are Non-Participating Class

Members and shall not receive Individual Settlement Payments or have the right to object, appeal, or comment thereon. Nevertheless, all current and former hourly-paid or non-exempt employees employed by any of the Defendants in the State of California at any time during the period from February 2, 2022 to August 20, 2023 (“PAGA Period”), including, but not limited to all current and former hourly-paid or non-exempt employees who earned shift differentials or non-discretionary bonuses or non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (“PAGA Group A”); and all salaried managers, or persons who held similar job titles and/or performed similar job duties, who are or previously were employed by any of the Defendants in the State of California in such positions during the PAGA Period, allegedly misclassified as exempt (“PAGA Group B”) (together with PAGA Group A, “Aggrieved Employees”) shall be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether he or she submitted a timely and valid Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department SSC-1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Class Counsel Fess Payment and Class Counsel Litigation Expenses Payment, Service Payments, and Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Service Payments, and

Administration Costs, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Participating Class Members may submit his or her written objection to the Administrator, by email or mail, on or before the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. The objection must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

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IT IS SO ORDERED.

Dated: _____

By: _____
The Honorable Stuart M. Rice
Judge of the Superior Court

EXHIBIT A

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

Mark John Santos and Samantha Sanchez v. MedZed, LLC; Medzed Physician Services, Inc.
Los Angeles Superior Court Case No. 22STCV15585

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against MedZed, LLC and MedZed Physician Services, Inc. (together, “Defendants”) for alleged wage and hour violations. The Action was filed by two former employees of Defendants, Mark John Santos (“Plaintiff Santos”) and Samantha Sanchez (“Plaintiff Sanchez”) (collectively, Plaintiff Santos and Plaintiff Sanchez are referred to as “Plaintiffs”) and seeks payment of: (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys’ fees and costs for a class of all current and former hourly-paid or non-exempt individuals who are or were employed by any of the Defendants in the State of California at any time during the Class Period (May 18, 2018 to August 20, 2023) (“Class Members”); (2) penalties under the Labor Code California Private Attorneys General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees employed by any of the Defendants in the State of California at any time during the PAGA Period (February 2, 2022 to August 20, 2023), including, but not limited to all current and former hourly-paid or non-exempt employees who earned shift differentials or non-discretionary bonuses or non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (“PAGA Group A”); and (3) penalties under PAGA for all salaried managers, or persons who held similar job titles and/or performed similar job duties, who are or previously were employed by any of the Defendants in the State of California in such positions during the PAGA Period, allegedly misclassified as exempt (“PAGA Group B”) (collectively, “PAGA Group A” and “PAGA Group B” are referred to as “Aggrieved Employees”).

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

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

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims and Released PAGA 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 Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement 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. Assuming the Court approves the proposed Settlement, Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA 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 Class 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 and the Aggrieved Employees. 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 [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must submit a challenge by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. On May 10, 2022, Plaintiff Santos commenced the class action lawsuit entitled *Mark John Santos v. MedZed, LLC and MedZed Physician Services, Inc.* in the Superior Court of California for the County of Los Angeles, Case No. 22STCV15585. On February 2, 2023, Plaintiff Sanchez provided written notice to the LWDA and to Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("PAGA Notice"). On April 10, 2023, Plaintiff Sanchez provided an amended written notice to the LWDA and Defendants ("Amended PAGA Notice"). On [REDACTED], Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (the "Operative Complaint"). The Action alleges that Defendants violated California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, et seq. Based on the same claims, Plaintiff Sanchez has also asserted a claim for civil penalties under PAGA. Plaintiffs are represented by attorneys in the Action:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

("Class Counsel")

Defendants strongly deny violating any laws or failing to pay any wages and contend that they complied 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 Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end 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 Defendants 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, Defendants do not admit any wrongdoing 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) Defendants have 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 Aggrieved Employees. 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. Defendants Will Pay \$750,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than thirty (30) calendar 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 Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$250,000 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 each to Plaintiffs (for a total of \$10,000) as a Service Payment for filing the Action, working with Class Counsel and representing the Class and/or Aggrieved Employees. A Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Settlement Payments and any Individual PAGA Payment.
 - C. Up to \$11,000 to the Administrator for services administering the Settlement.
 - D. Up to \$85,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 80% to penalties, interest, and non-wage damages (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2s. Defendants will separately pay any employer payroll taxes owed 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 Settlement Payments on IRS Form 1099s.

Although Plaintiffs and Defendants 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 Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash the check by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).
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 [REDACTED], 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 [REDACTED] 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, address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue Released Class Claims against Defendants.

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 Defendants 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The 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 Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), 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 Defendants or Released Parties for Released Class Claims.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, causes of action, and theories of liability that were alleged, or reasonably could have been alleged, against Defendants or the Released Parties based on the factual allegations in the Operative Complaint and ascertained in the course of the Litigation, under any state law, federal law, common law, equity or other theory arising in any way from the facts alleged in the Operative Complaint relating to wages of any type, premium pay of any type, meal and rest periods, and/or wage statements provided to the Participating Class Members (or the content or lack of content of any wage statements received) including, without limitation, any and all claims, actions, and causes of action, arising during the Class Period, for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods or meal period premium payments pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods or rest period premium payments pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq.* and/or for penalties, damages, interest, costs or attorneys' fees, and violations of applicable local, state or federal law, whether for economic damages, non-economic damages, liquidated, or punitive damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, that occurred during the Class Period ("Released Class Claims.") Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on facts occurring outside the Class Period, and claims not based on the facts alleged in the Operative Complaint.

10. Aggrieved Employees' Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This

means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the Operative Complaint, the PAGA Notice, the Amended PAGA Notice, and ascertained in the course of the Litigation for violations of, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Orders 4-2001 and 5-2001 ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement 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. Individual PAGA Payments will be calculated and apportioned from the Aggrieved Employees' 25% share of the PAGA Penalties based on the Aggrieved Employees' PAGA Pay Periods, with 60% allocated to PAGA Group A and 40% allocated to PAGA Group B, as follows:
 - (a) The Administrator will divide the 60% portion of the PAGA Penalties attributed to Aggrieved Employees in PAGA Group A by the PAGA Pay Periods worked by PAGA Group A employees and then multiplying the resulting value by the number of each PAGA Pay Periods worked by each individual PAGA Group A member; and
 - (b) The Administrator will divide the 40% portion of the PAGA Penalties attributed to Aggrieved Employees in PAGA Group B by the PAGA Pay Periods worked by PAGA Group B employees and then multiplying the resulting value by the number of each PAGA Pay Period worked by each individual PAGA Group B member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 Administrator will resolve Workweek and/or Pay Period challenges based on your submission

and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The 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 Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is also an Aggrieved Employee).

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

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

Submit a written and signed letter with your name, present address, e-mail address or telephone number, and a simple statement that you do not want to participate in the Settlement. The 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 *Mark John Santos and Samantha Sanchez v. MedZed, LLC; Medzed Physician Services, Inc.*, Case No. 22STCV15585 and include your identifying information (full name, address, email address or telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the [REDACTED] 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 Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Service Payment. 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. You can also view them on the Administrator's website [REDACTED] or the Court's website for a fee at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Class Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you

object, and any facts that support your objection. Make sure you identify the Action as *Mark John Santos and Samantha Sanchez v. MedZed, LLC; MedZed Physician Services, Inc.*, Case No. 22STCV15585 and include your name, current address, email address or telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the 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 do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the 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 via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] 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 Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, Case No. 22STCV15585. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the 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 will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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