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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

POUL BEDRI, an individual; Plaintiff, vs. CITY OF HOPE NATIONAL MEDICAL CENTER, a California non-profit corporation; and DOES 1 through 50, Defendants.	Case No.: 23STCV23713 [Assigned for All Purposes to: Hon. Lia Martin, Dept. 3] **DECLARATION OF TAYLOR MITZNER ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** (Filed concurrently with Motion for Final Approval; Supporting Declarations; [Proposed] Judgment and Order) DATE: January 28, 2026 TIME: 9:00 a.m. DEPT: 3 Action Filed: September 29, 2023 Trial Date: Not Set

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Poul Bedri v. City of Hope National Medical Center* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Class Action and PAGA Settlement Agreement and Class Notice* ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating estimated Individual Settlement Shares using the number of weeks each Class Member worked during the period from June 22, 2022 to January 20, 2025 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from August 17, 2022 to January 20, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On September 18, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, workweeks and pay

periods for each Class Member ("Class Data") during the Class Period. The final mailing list contained six thousand six hundred twenty-eight (6,628) individuals identified as Class Members.

4. On September 22, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the Class Data of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On October 2, 2025, Phoenix mailed the Class Notice via U.S. first class mail to all six thousand six hundred twenty-eight (6,628) Class Members on the Class Data. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, eighty-one (81) Class Notices have been returned to Phoenix. None were returned with a forwarding address. For the eighty-one (81) Class Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the eighty-one (81) Class Notices that were skip traced, sixty-nine (69) updated addresses were obtained and the Class Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, twelve (12) Class Notices remain undeliverable.

8. As of the date of this declaration, Phoenix has received zero (0) Request for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was November 17, 2025, or December 1, 2025, for individuals who received a remailed Class Notice.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was November 17, 2025, or December 1, 2025, for individuals who received a remailed Class Notice.

10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was November 17, 2025, or December 1, 2025, for individuals who received a remailed Class Notice.

11. There are six thousand six hundred twenty-eight (6,628) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of three hundred sixteen thousand five hundred ninety-seven (316,597) Workweeks during the Class Period. Each Workweek is valued at approximately $4.41.

12. The Escalator Clause of the Settlement Agreement indicates if the total pay periods between June 22, 2022, and July 27, 2024, exceeds two hundred eighty-seven thousand one hundred (287,100), then the Defendant shall have the option to either de-escalate the Class Period or increase the Gross Settlement Amount proportionally. The total number of pay periods during this time frame was two hundred fifty thousand five hundred eighty-six (250,586). Since the total number of pay periods does not exceed 287,100, the Escalator Clause was not triggered.

13. The Net Settlement Amount of $1,396,586.93 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel Fees Payment ($823,000.00), and Class Counsel Litigation Expenses Payment ($12,563.07), requested Class Representative Service Payment to Plaintiff Bedri ($2,000.00), the PAGA Penalties ($200,000.00), and the requested Administration Expenses Payment ($34,850.00) from the Gross Settlement Amount ($2,469,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $326.43, the lowest Individual Settlement Share to be paid is approximately $4.41, while the average Individual Settlement Share to be paid is approximately $210.74. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

15. Additionally, $200,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or $150,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,

or $50,000.00, of which shall be paid to all non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are six thousand five hundred thirty (6,530) Aggrieved Employees who worked a total of two hundred ninety-nine thousand seven hundred ninety-seven (299,797) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $11.67, and the average Individual PAGA Payment to be paid is approximately $7.66.

16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are $34,850.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 16th day of December 2025, at Orange, California.

Taylor Mitzner

TAYLOR MITZNER

Exhibit A

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

Poul Bedri v. City of Hope National Medical Center

Los Angeles Superior Court Case No. 23STCV23713

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

You may be eligible to receive money from the settlement of an employee class and representative action lawsuit ("Action") brought by former employee Poul Bedri ("Plaintiff") against City of Hope National Medical Center ("COHNMC") for alleged wage and hour violations. The Action seeks alleged back wages including overtime pay, meal and rest period premiums, and penalties, including civil penalties under the California Private Attorney Generals Act, California Labor Code section 2698, et seq. ("PAGA") for all persons employed by COHNMC as non-exempt in California during the relevant timeframes. COHNMC denies the allegations and the settlement represents a compromise of disputed claims.

In this notice, several time periods are discussed. "Class Period" means June 22, 2022 to the date a preliminary approval order is entered or January 20, 2025, whichever is earlier. "PAGA Period" means August 17, 2022 to the date a preliminary approval order is entered or January 20, 2025, whichever is earlier. Unless otherwise specified, the defined terms in this Notice have the same meaning as the defined terms in the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") approved by the Los Angeles County Superior Court ("Court").

The proposed Settlement has two main parts: (1) a Class Settlement requiring COHNMC to fund Individual Class Payments, and (2) a PAGA Settlement requiring COHNMC to fund Individual PAGA Payments and a payment to the California Labor and Workforce Development Agency ("LWDA").

Based on COHNMC's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be «Class_Amt» (less withholdings) and your Individual PAGA Payment is estimated to be «PAGA_Amt»**. 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 COHNMC's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't perform work during the PAGA Period.)

The above estimates are based on COHNMC's records showing that **you worked «Class_Pay_Periods» pay periods** during the Class Period and **you worked «PAGA_Pay_Periods» pay periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims. You will also no longer have the right to assert PAGA Period penalty claims against COHNMC.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a timely written Request for Exclusion or otherwise notifying the Administrator in writing, including the required information. If you opt-out of the Settlement, you will not receive an Individual Class Payment and will preserve your right to personally pursue Class Period wage claims against COHNMC. You cannot opt-out of the PAGA portion of the proposed Settlement; therefore, if you are an Aggrieved Employee, even if you opt-out of the Class Settlement, you will remain eligible for an Individual PAGA Payment and you will give up your right to assert PAGA Period penalty claims against COHNMC.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against COHNMC that are covered by this Settlement (Released Claims), as specified in Sections **3.9** and **3.10** of this Notice.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is November 17, 2025**	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 Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Sections **3.6** and **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. COHNMC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue claims released pursuant to Section **3.10** of this Notice.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by November 17, 2025**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class Settlement, other than the PAGA 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the January 28, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on January 28, 2026. 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, or by telephone or by using the Court's virtual appearance platform if permitted by the Court. Participating Class Members can verbally object to the class Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Pay Periods **Written Challenges Must be Submitted by November 17, 2025**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you performed work at least one day during the Class Period and how many Pay Periods you performed work at least one day during the PAGA Period, respectively. The number of Class Pay Periods and number of PAGA Pay Periods you worked according to COHNMC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by November 17, 2025. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former COHNMC employee who alleges that COHNMC violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide meal and/or rest periods, failure to properly pay meal and/or rest period premiums, failing to provide accurate wage statements, and failing to pay all wages due at termination. Plaintiff seeks damages and penalties, including civil penalties under the PAGA for the underlying violations as well as for purported violations of the California sick leave statutes. Plaintiff is represented by attorneys in the Action: William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. ("Class Counsel").

COHNMC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The Court has made no determination regarding the merits of Plaintiff's allegations and has not found that COHNMC violated any laws.

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

As noted above, the Court has made no determination whether COHNMC or Plaintiff are correct on the merits. In the meantime, Plaintiff and COHNMC 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 ultimately successful. By signing a lengthy written Settlement Agreement and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and COHNMC 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, COHNMC does not admit any violations or concede the merit of any claims, and it continues to deny that it owes any Class Member any wages, restitution, penalties or other damages.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) COHNMC has agreed to pay a fair, reasonable, and adequate amount considering 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. COHNMC Will Pay $2,469,000.00 as the Gross Settlement Amount ("Gross Settlement"). COHNMC has 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 Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and a payment to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, COHNMC will fund the Gross Settlement not more than thirty (30) days after the Effective Date. The Effective Date is when the time for filing an appeal of the Judgment is exhausted, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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 $823,000.00 (one-third [or 33.1/3%] of the Gross Settlement) to Class Counsel for attorneys' fees and up to $30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $2,000.00 as the Class Representative Award to Plaintiff for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive under the Settlement Agreement other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $34,850.00 to the Administrator for services administering the Settlement.

   D. Up to $200,000.00 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, other than the PAGA Settlement. 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 Class Payments to Participating Class Members based on their Class Pay Periods.

4. Taxes Owed on Payments to Class Members. Plaintiff and COHNMC are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and the remaining eighty percent (80%) to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. COHNMC will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms, as needed.

   Although Plaintiff and COHNMC 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

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

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than November 17, 2025, 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 November 17, 2025 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone

number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against COHNMC but not PAGA penalties.

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 (if any) and will give up their right to assert PAGA claims against COHNMC based on the PAGA Period facts alleged in the Action.

7. <u>The Proposed Settlement Will be Void if the Court Denies Final Approval</u>. 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. Plaintiff and COHNMC have agreed that, in either case, the Settlement will be void: COHNMC will not pay any money and Class Members will not release any claims against COHNMC.

8. <u>Administrator</u>. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and objections. The Administrator will also decide Class Member Challenges over Pay Periods, 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. <u>Participating Class Members' Release</u>. After the Effective Date and COHNMC has fully funded the Gross Settlement and separately paid all employer payroll taxes, 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 COHNMC or other Released Parties for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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 that were alleged, or could have been alleged, based on the facts and/or factual predicates stated in the Operative Complaint, arising between June 22, 2022 and the date of the entry of the order granting preliminary approval of the Settlement, including without limitation claims under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 5-2001, for failure to pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for alleged failure to properly calculate regular rate of pay, and wages for alleged off the clock work); failure to provide compliant meal periods and/or to pay meal period premiums; failure to authorize and permit compliant rest periods and/or to pay rest period premiums; failure to pay meal and rest premiums at the accurate rate; failure to provide compliant wage statements; failure to pay wages timely during employment; failure to pay wages timely upon termination of employment; failure to pay waiting time penalties; failure to keep complete and accurate payroll records; and all claims for unfair business practices under the California Business & Professions Code that were made or could have been premised on the facts, factual predicates, claims, causes of action or legal theories described above, as well as, for the Participating Class Members who negotiate their Individual Class Payment check, claims arising out of the facts alleged in the Operative Complaint that could have been brought under the FLSA ("Released Class Claims"). Except as set forth in Sections 5.1 and 5.3 of this 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, or claims based on facts occurring outside the Class Period. The Participating Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

10. <u>Aggrieved Employees' PAGA Release</u>. After the Effective Date and COHNMC has funded the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against COHNMC, 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 (i.e., Non-Participating Class Members), cannot sue, continue to sue, or participate in any other PAGA claim against COHNMC or the other Released Parties 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:

In consideration of the payment of PAGA Penalties, all Aggrieved Employees (which includes all Participating Class Members and all 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 any and all claims for PAGA penalties that were alleged, or that could have been alleged, based on the facts and/or factual predicates stated in the Operative Complaint and PAGA Notice, arising between August 17, 2022 and the date of the entry of the order granting preliminary approval of the Settlement, including all claims for civil penalties under the PAGA, California Labor Code section 2698 et seq., under the Industrial Welfare Commission Wage Orders and California Labor Code sections, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.7, 245, 245.5, 246, 246.5, 247, 247.5, 248-248.5, 256, 510, 512, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, and Industrial Welfare Commission Wage Orders, including, inter alia, Wage Order Nos. 4-2001 and 5-2001, for failure to pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for alleged failure to properly calculate regular rate of pay, and wages for alleged off the clock work); failure to provide compliant meal periods and/or to pay meal period premiums; failure to authorize and permit compliant rest periods and/or to pay rest period premiums; failure to pay meal and rest premiums at the accurate rate; failure to provide sick leave; failure to pay sick leave at the accurate rate; failure to provide compliant wage statements; failure to pay wages timely during employment; failure to pay wages timely upon termination of employment; failure to pay waiting time penalties; and failure to keep complete and accurate payroll records ("Released PAGA Claims"). Excluded from the Released PAGA Claims is the PAGA cause of action brought on behalf of employees during the time period worked at City of Hope Medical Foundation that are currently alleged in the First Amended Complaint For Violation of the California Labor Code Private Attorneys General Act of 2004, entitled *Jenny Avalos v. City of Hope Medical Foundation*, Los Angeles Superior Court, Case No. 24STCV0646 with respect to City of Hope Medical Foundation.

4. <u>HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?</u>

1. <u>Individual Class Payments</u>. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods worked. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to wage tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage tax withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

2. <u>Individual PAGA Payments</u>. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($50,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked. The Individual PAGA Payment is not subject to wage tax withholdings and will be reported on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3. <u>Pay Period Challenges</u>. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in COHNMC's records, are stated on the first page of this Notice. You have until November 17, 2025 to challenge the number of Class or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. 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 COHNMC's calculation of Pay Periods based on COHNMC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and COHNMC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. <u>HOW WILL I GET PAID?</u>

1. <u>Participating Class Members</u>. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.

2. <u>Non-Participating Class Members</u>. 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).

   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; date of birth; last four digits of your social security number, employee identification number, or other comparable information identifying you; present address; email 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 timely writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Poul Bedri v. City of Hope National Medical Center*, and include your identifying information (full name, date of birth, address, telephone number or email address, approximate dates of employment, and last four digits of your social security number, employee identification number, or other comparable information reasonably identifying you 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 November 17, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and COHNMC are asking the Court to approve. At least 16 court days before the January 28, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff 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 Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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 **bedri-v-city-of-hope-national-medical-center.phoenixcases.com** or the Court's website http://www.lacourt.org/casesummary/ui/index.aspx.

A Participating Class Member who disagrees with any aspect of the Agreement (other than the PAGA Settlement), the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses, and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is November 17, 2025**. 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, *Poul Bedri v. City of Hope National Medical Center*, and include your name, current address, telephone number or email address, and approximate dates of employment for COHNMC 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 don't have to, attend the Final Approval Hearing on January 28, 2026 at 9:00 a.m. in Department 3 located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California. 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, Plaintiff, 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://my.lacourt.org/laccwelcome). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website **bedri-v-city-of-hope-national-medical-center.phoenixcases.com** 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 COHNMC and Plaintiff 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 Phoenix Class Action Administration Solutions's website at **bedri-v-city-of-hope-national-medical-center.phoenixcases.com**. 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 http://www.lacourt.org/casesummary/ui/index.aspx and entering the Case Number for the Action, Case No. 23STCV23713. You can also make an appointment topersonally 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.

Class Counsel:

Name of Attorney:	William Sung Tiffany L. Luu
Email Address:	william@justiceforworkers.com tluu@justiceforworkers.com
Name of Firm:	Justice for Workers, P.C.
Mailing Address:	3600 Wilshire Boulevard, Suite 1815 Los Angeles, CA 90010
Telephone:	323-922-2000

Settlement Administrator:

Name of Company:	Phoenix Class Action Administration Solutions
Email Address:	info@phoenixclassaction.com
Mailing Address:	P.O. Box 7208 Orange, CA 92863
Telephone:	800-523-5773

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 should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	6,500
Opt Out Rate	1%
Opt Outs Received	65
Total Class Claimants	6,435
Subtotal Admin Only	**$34,850.00**
Not-to-Exceed Total	**$34,850.00**

For 6,500 Members

Pricing Good for Scope of Estimate Only

December 4, 2024

Case: Bedri v. COH Opt-Out Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: William C. Sung
Firm: JUSTICE FOR WORKERS, P.C.
Contact Number: 323-285-5511
Email: william@justiceforworkers.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 6,500 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	4	$500.00
Programming Database & Setup	$125.00	4	$500.00
Toll Free Setup*	$126.85	1	$126.85
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$445.00	2	$890.00
		Total	**$2,048.85**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	3	$375.00
Data Merge & Duplication Scrub	$0.25	6,500	$1,625.00
Notice Packet & Opt-Out Form	$0.95	6,500	$6,175.00
Estimated Postage (up to 2 oz.)*	$0.69	6,500	$4,485.00
Static Website	$200.00	1	$200.00
		Total	**$12,860.00**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$1.50	650	$975.00
Remail Notice Packets	$0.95	650	$617.50
Estimated Postage	$0.69	650	$448.50
Programming Undeliverables	$50.00	3	$150.00
		Total	**$2,356.00**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	3	$375.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	3	$255.00
		Total	**$1,025.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	3	$375.00
Disbursement Review	$125.00	3	$375.00
Programming Manager	$95.00	3	$285.00
QSF Bank Account & EIN	$125.00	2	$250.00
Check Run Setup & Printing	$125.00	5	$625.00
Mail Class Checks *	$0.85	6,435	$5,469.75
Estimated Postage	$0.69	6,435	$4,440.15
		Total	**$11,819.90**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	4	$400.00
Remail Undeliverable Checks (Postage Included)	$1.50	644	$965.25
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	4	$340.00
Conclusion Reports	$125.00	2	$250.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$2,200.00	1	$2,200.00
Estimated N/A Total Class Members			
		Total	**$4,740.25**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$34,850.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.