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on behalf of herself and others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANGELA HOWARD; MONIQUE GALLEGOS; PATRICIA RICO; and YVONNE SAZMA, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

ANTELOPE VALLEY HOSPITAL, INC.; ANTELOPE VALLEY HOSPITAL FOUNDATION.; and DOES 1 to 100, inclusive,

Defendants.

Case No. 22STCV22286

CLASS AND PAGA ACTION

[*Assigned for all purposes to the Hon. Theresa M. Traber, Dept. 1*]

DECLARATION OF MONIQUE N. TOBY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[*Filed concurrently with Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Declarations in Support; and [Proposed] Order*]

Hearing Information:
Date: June 4, 2026
Time: 10:30 a.m.
Dept.: 1

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DECLARATION OF MONIQUE N. TOBY

I, Monique N. Toby, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, counsel for Plaintiff ANGELA HOWARD ("Plaintiff") in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and action in this matter, I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all State Courts of California and all federal district courts in the state of California.

2. This Declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

CLASS COUNSEL'S INVESTIGATION:

3. Plaintiff ANGELA HOWARD worked as an hourly non-exempt employee of Defendant from approximately April 2017, until on or about May 9, 2022. Plaintiff MONIQUE GALLEGOS worked as an hourly non-exempt employee of Defendant from approximately 2006, until on or about December 2022. Plaintiff PATRICIA RICO worked as an hourly non-exempt employee of Defendant from approximately July 2024, until on or about November 2024. Plaintiff YVONEE SAZMA worked as an hourly non-exempt employee of Defendant from approximately January 2011, until on or about March 2022.

4. Plaintiffs seek to represent approximately 2,600 current and former hourly non-exempt employees who are or were employed by Defendant in California at any time during the period from April 1, 2020, through December 31, 2022.

5. This is a proposed employee wage and hour class action case. On July 11, 2022, Plaintiff Howard commenced an action against Defendant alleging the following causes of action: (1) Failure to Pay Wages for All Hours Worked at Minimum Wage in Violation of Labor Code Sections 1194 and 1197; (2) Failure to Authorize or Permit Meal Periods in Violation of Labor Code Section 512 and 226.7; (3) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7; (4) Failure to Indemnify Employees for Employment-Related Losses/Expenditures

in Violation of Labor Code Section 2802; (5) Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204; (6) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226; (7) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, and 203; and (8) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, et seq. (the "Howard Action").

6. On December 15, 2022, Plaintiff Howard filed a representative action for civil penalties pursuant to PAGA, Case No. 22STCV39100 in the Superior Court of California, County of Los Angeles (the "Howard PAGA Action").

7. On October 31, 2023, Plaintiff Sazma served a PAGA Notice to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a)., LWDA Case No. LWDA-CM-997393-23.

8. On December 1, 2023, Plaintiff Gallegos served a PAGA Notice to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a)., LWDA Case No. LWDA-CM-997393-23. Further, on December 1, 2023, Plaintiff Gallegos filed a separate class action complaint and a separate PAGA complaint, Case Nos. 23STCV29503 and 24AVCV00144, in the Superior Court of California, County of Los Angeles, alleging causes of action against Defendant for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, and unfair business practices. (the "Gallegos Action").

9. On August 15, 2024, after Plaintiffs' Actions had commenced, the California Supreme Court decided the case entitled *Stone v. Alameda Health System*, holding that Wage Order No. 5, subd. 1(c) expressly excludes public employers from most of the wage and hours obligations placed on private employers. (*Stone v. Alameda Health Sys*. (2024) 16 Cal.5th 1040, 1057 [324 Cal.Rptr.3d 220, 553 P.3d 783]). The court further held "[T]he Legislature intended to exempt public employers such as the hospital authority from Labor Code provisions governing meal and rest breaks [citations] and related statutes governing the full and timely payment of wages

[citation].” (*Id*. at 1049–1050.) This decision neutered Plaintiffs’ claims for failure to: Authorize or Permit Meal Periods; Authorize or Permit Rest Periods; Timely Pay Earned Wages During Employment; Provide Complete and Accurate Wage Statements; and Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment. After *Stone*, the Parties continued to engage in litigation and settlement discussions of the Actions based on Plaintiffs’ other claims.

10. On March 20, 2026, Plaintiff Howard filed a First Amended Complaint in the Howard Action to add: (1) Plaintiffs Gallegos, Rico, and Sazma as named plaintiffs in the above captioned case, (2) claims for failure to pay straight time and overtime wages, and (3) Plaintiffs’ claim for civil penalties under PAGA.

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE:

11. On July 21, 2025, the Parties participated in a full-day mediation session with the Honorable Lisa Cole (Ret.), a prominent mediator experienced in resolving wage and hour class and representative actions. Prior to mediation, the parties engaged in extensive formal and informal discovery exchange. Ultimately, Plaintiffs’ Counsel and Plaintiffs’ Counsel’s expert reviewed and analyzed the following: (1) a sampling of electronic time and pay data; (2) the total number of current and former putative class members and aggrieved employees who worked during the relevant time periods; (3) the total number of workweeks at issue during the relevant time periods; (4) the total number of pay periods at issue during the relevant time periods; (5) the average hourly rate for the putative class members; and (6) other relevant information, including Defendant’s Employee Handbook, Plaintiff’s personnel file, wage statements, and time records. Plaintiffs’ Counsel and Plaintiffs’ Counsel’s expert reviewed the data produced by Defendant which included a random sample of timekeeping and payroll data, which spanned from February 25, 2023, through September 18, 2023.

12. Counsels for the Parties have investigated the law as applied to the facts discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the potential damages claimed by Plaintiffs.

13. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals.

Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's compelling defenses thereto, and the difficulties in establishing damages for the Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement is a fair, adequate and reasonable settlement, and is in the best interests of the Class Members.

14. The Settlement was reached as a result of arm's-length negotiations facilitated by a highly regarded and experienced wage and hour mediator, the Honorable Lisa Cole (Ret.), and analysis by Plaintiffs' counsel. While Plaintiffs believe in the merits of their case, they also recognize the inherent risks of litigation and understand the benefit of the Class receiving settlement funds immediately as opposed to risking an unfavorable decision on class certification, summary judgment, at trial and/or the damages awarded, and on an appeal that can take several more years to litigate.

15. Based on the information informally produced by Defendant, during the period from April 1, 2020, through December 31, 2022, Defendant employed approximately 2,600 Class Members over the course of approximately 374,400 workweeks. Based on Class Counsel's and Plaintiffs' expert witness' analysis of the data, the maximum exposure for Plaintiffs' claims were as follows:

16. With regard to Plaintiffs' Unpaid Wages Claim, Plaintiffs alleged that during the COVID-affected period, Defendant required Plaintiffs and similarly situated employees to engage in unpaid procedures before being able to perform their duties for Defendant, including but not limited to walking time to get from the designated parking lot to the time clock to clock in; undergoing required COVID-19 temperature checks and medical questionnaires prior to being allowed to clock in; and off-the-clock trainings/meetings. Based on Plaintiffs' expert's analysis, Plaintiffs estimated that there were approximately **$11,306,969.18** in damages. Plaintiffs' estimated there were approximately $3,262,896.00 potential unpaid wages due to training off-the-clock, assuming 10 minutes per workweek and a 75% overtime rate. [calculated as follows:

374,400 workweeks x 0.166… hours (10 minutes) off-the-clock per workweek x $52.50 Overtime Rate [$35.00 avg. hourly rate x 1.5 overtime multiplier] = $3,262,896.00], and approximately $8,044,073.18 potential unpaid wages from off-the-clock work, assuming 10 minutes per shift and 75% at overtime rate. [calculated as follows: 1,085,778 shifts x 0.166… hours (10 minutes) off-the-clock per shift x $44.63 OTC Aggregate Rate ([15% at minimum wage time x $35.00 avg. hourly rate] + [75% at overtime x $35.00 avg. hourly rate x 1.5 overtime multiplier]) = $8,044,073.18].

17. With regard to Plaintiffs' Meal and Rest Break Claim, Plaintiffs do not assign any value to these claims in response to the *Stone* decision.

18. With regard to Plaintiffs' Indemnification Claim, Plaintiffs alleged that Defendants required Plaintiffs and other Wage and Hour Class Members to purchase their own tools and/or resources in order to work for Defendants, including but not limited to personal protective equipment like masks and thermometers during the COVID-19 pandemic, without reimbursement. Plaintiffs estimate a cost of roughly $5 per workweek for such items, resulting in a maximum recovery of approximately **$1,872,000**. [Calculated as follows: 374,400 workweeks x $5 per workweek = $1,872,000].

19. With regard to Plaintiffs' Wage Statement claim, Plaintiffs do not assign any value to these claims in response to the *Stone* decision.

20. With regard to Plaintiffs' Waiting Time penalties claim, Plaintiffs do not assign any value to these claims in response to the *Stone* decision.

21. As such, Plaintiff's maximum potential recovery in this matter, excluding PAGA penalties, would amount to approximately **$13,178,969.18**. The settlement reached in this matter was $1,750,000.00 or approximately 13.3% of estimated exposure.

22. Regarding the PAGA penalty exposure analysis, the Court in *Stone* held that a public health system is exempted from subsequent PAGA penalties that derive from the exempted civil claims. (*Stone*, 16 Cal.5th at 1076–1077 ["When liability for [an] underlying violation has not been established, any PAGA claims seeking penalties for the alleged violation must also fail"].) Here, the Parties retained claims for PAGA penalties for the other claims not neutered by

the *Stone* decision. Thus, according to the data produced by Defendant in this case and analyzed by Plaintiff's expert, Plaintiff estimates during the relevant PAGA period (from April 1, 2020, through December 31, 2022) there are approximately 184,600 pay periods.

23. Plaintiffs recognize that PAGA claims generally settle for a mere fraction of multiple "stacked" PAGA penalties as is described above, but more typically resolve for a reasonable fraction of the unstacked PAGA exposure. Here, since the claims for unpaid wages and reimbursement violations are all premised at least partially on the same factual basis (i.e., that class members were frequently required to work off the clock) stacking these penalties could arguably be overly punitive. Instead, seeking only penalties for the unpaid wages and reimbursement violations results in far more reasonable and less punitive penalties that eliminate the "stacked" penalties for each Labor Code section violated as a result of the same conduct. As a result, Defendant could argue Plaintiffs and the aggrieved employees may only be able to recover penalties under unpaid wages and reimbursement violations. Thus, if Defendant is correct on the "stacking" issue, the maximum theoretical penalties would be substantially less under Defendant's view of the law. And if the Court decided that Defendant's conduct only warrants the initial violation penalty rate for the aforementioned claims, the maximum theoretical exposure would be further reduced.

24. Second, Plaintiffs' calculation also assumes that Plaintiffs' PAGA claims could be tried in a manageable manner that comports with due process, which Defendant vigorously disputes.

25. Third, the Court has discretion under PAGA to reduce the amount of any penalties awarded for equitable reasons.

26. Finally, Defendant would argue that PAGA penalties would be limited in any event. As discussed in detail above, Defendant denies any liability. Moreover, Defendant would argue that even if Plaintiffs prevailed, the recoverable penalties under PAGA are minimal. Indeed, courts considering the issue have refused to "stack" PAGA penalties. *See Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to $5 per pay period); *accord Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809. Moreover, Defendant would argue that Plaintiffs are not entitled to recover PAGA penalties at the subsequent violation rate of $200 per pay period. California's appellate courts have held that

"[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware [of the violation]" and therefore, until a Court or the Commissioner issues a finding of a violation, the initial $100 violation rate applies for each pay period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code"). Thus, Defendant would argue in accord with the logic in *Amaral*, that even if Plaintiffs established any violation of the Labor Code, the PAGA penalties assessed for these violations should be computed at the $100 rate, unstacked, versus the $200 per pay period rate at maximum (*i.e.*, at $100 per pay period x 184,600 pay periods at issue), therefore it is likely Defendant's maximum exposure is actually only $18,460,000. But if Defendant prevailed on its contentions that it showed good faith in attempting to comply with the Labor Code, then Defendant likely would have argued that this Court would use the Carrington valuation as a ceiling for assessing PAGA penalties and that the amount of $923,000 (*i.e.*, $5 x 184,600 pay periods) was its true "worst case scenario" exposure.

27. In sum, the settlement in the instant case provides for a Gross Settlement Value of $1,750,000.00 with a PAGA allocation of $100,000 with 75% ($75,000) payable to the LWDA and 25% ($25,000) distributed to the Aggrieved Employees and falls squarely within the range of reasonableness for PAGA allocations outlined in the case law above.

28. Defendant's defenses to Plaintiffs' claims were as follows: with regard to Plaintiffs' claim for failure to pay for all hours worked at the minimum and/or overtime rate of pay, Defendant argued that employees were properly paid for all time at the appropriate rate of pay. Regarding Plaintiffs' argument that Defendant failed to authorize or permit compliant meal and rest periods, Defendant contended it authorized and permitted employees to take meal and rest periods in accordance with the applicable Industrial Welfare Commission Wage Order, and that any failure to take required meal and/or rest periods was due to the individual decisions of employees. Based on

the foregoing, Defendant concluded, wages were paid to Plaintiffs and Class Members in a timely manner, accurate wage statements were provided to Plaintiffs and Class Members, and that at the time wages were paid out upon separation of employment, Defendant believed, in good faith, that it was properly paying all wages to separating employees. In other words, Defendant concluded, Plaintiffs would not be able to establish the willful elements of their Labor Code sections 226 or 203 claims. For these reasons, Defendant concluded, Plaintiffs would not likely prevail on their claims. Furthermore, Defendant argued that with respect to the PAGA claim, the Court has the discretion to lower penalties given, and that it appears unlikely a court would find that any violations were knowing or intentional.

29. If the Plaintiffs continued litigating this matter, the class members could potentially receive **nothing** if the court agreed with Defendant's position or if Defendant were able to defeat certification based on the individual inquiries that would be required regarding Plaintiffs' minimum wage, overtime wage, and indemnification claims. Furthermore, even if the Court agreed with Plaintiffs, Plaintiffs still would have to prove Defendant acted intentionally and *willfully* in order to receive the additional penalties under Labor Code Section 203. As such, Plaintiffs' decision to settle this matter was in the best interest of the Class Members.

30. This is a fair and reasonable result. Other substantial benefits also include that it is a non-reversionary, non-claims made settlement, which distributes the Net Settlement Amount to each Settlement Class Member. Settlement Payments to Settlement Class Members will be calculated as follows: an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (*See* Settlement, § 3.2.4). The Workweeks shall be calculated using Defendant's payroll and timekeeping records. Since PAGA Members cannot opt out of the PAGA claims, each PAGA Member, whether or not a Participating Class Member, shall also receive his or her share of the PAGA Penalties ("Individual PAGA Payment") calculated as follows: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the results by

each Aggrieved Employee's PAGA Pay Periods. If the Court approves PAGA Penalties of less than the amount requested, the remainder will be allocated to the Net Settlement Amount. (*See* Settlement, § 3.2.5.) In addition, in the event any Individual Class Payment and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds to the California State Controller's Office, Unclaimed Property Division in the name of the Participating Class Member who failed to cash their check. (Settlement, § 4.3.3.)

31. The Gross Settlement Amount is reasonable in light of the risks involved in this case—including the prospect of a potential adverse summary judgment ruling, class certification issues as well as the uncertainty of class certification, defenses to the case, potential appeal, the elements of willfulness and/or injury required for certain penalties.

32. Plaintiffs' Counsel is convinced that the proposed Settlement is in the best interest of the class based on the negotiations and a detailed knowledge of the issues present in this action. The affirmative defenses asserted by Defendant, the prospect of a potential adverse summary judgment ruling, preemption issues, class certification issues as well as the uncertainty of class certification, the difficulties of complex litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered by Class Counsel in agreeing to the proposed Settlement. In light of the above, the proposed Settlement is well within the "ballpark" of reasonableness and should be granted preliminary approval.

EXPERIENCE OF CLASS COUNSEL:

33. The attorneys at our office are experienced and qualified to evaluate the class claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Lavi & Ebrahimian, LLP is experienced and qualified to act as Class Counsel, to evaluate the class claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. The law firm of Lavi & Ebrahimian, LLP, has almost exclusively practiced in the area of labor and employment law.

34. The partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has been practicing law for over twenty (20) years. Mr. Vincent Granberry, another senior attorney with our firm, graduated from Arizona State University Sandra Day O'Conner College of Law in 2010

and has been practicing law for over thirteen years. Mr. Malcolm Clayton graduated from the University of Michigan Law School in 2021 and have been practicing law since October 2021 and have been exclusively practicing employment law since joining Lavi & Ebrahimian in March 2024. I graduated from Loyola Marymount University Law School in 2025 and have been practicing with Lavi & Ebrahimian LLP since December 2025.

35. Mr. Lavi, Mr. Granberry, Mr. Clayton, myself, and the other members of the firm, have almost exclusively practiced in the area of labor and employment law. Mr. Lavi has handled numerous cases in all aspects of employment and labor law, including state and federal class actions, wrongful termination, discrimination, harassment, and retaliation cases. Mr. Lavi has tried both labor and employment cases in State and Federal court, and has argued before various Court of Appeals, on employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class action cases as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment Law Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct trials as well as proving and winning punitive damages. Mr. Lavi has also been named a Southern California Super Lawyer in the area of plaintiffs' employment litigation – class action from 2011-2025. Some of the class actions that Mr. Lavi has handled against employers on wage and hour issues and have been approved as class counsel consisted of Kaiser Permanente which settled for $6,510,000.00; Hustler Casino which settled for $980,000.00; Chevron Stations Inc., which settled for $4,500,000.00; Commerce Casino which settled for $1,575,000.00; BP West Cost Products, which settled for $4,000,000.00; Kaiser Permanente which settled for $3,600,000.00, Fuddruckers (as lead counsel) which settled for $900,000.00; Movado Retail Group, Inc. (as lead counsel) which settled for $728,000.00, Chuck-E-Cheese's (as lead counsel) which settled for $1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which settled for $1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for $4,250,000.00; and Gruma Corporation (as lead counsel) which defendant's petition to the United States Supreme Court in the matter was denied and the matter settled for $2,300,000.00. There are numerous other class actions that Mr. Lavi has settled as well as pending ones. she and members of the firm have been approved as class counsel by both federal and state Courts. Mr. Lavi,

Mr. Granberry, Mr. Clayton, myself, and the other attorneys at Lavi & Ebrahimian who are available to assist us in this case if needed, are fully capable of adequately and fairly representing Plaintiff and the proposed class in this matter. Lavi & Ebrahimian, LLP, has been appointed Class Counsel in over 50 contested proceedings including the following:

a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case No. BC343535;

b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No. BC369846;

c. *Edlin, et al. v. Fuddruckers, Inc.,* United States District Court, Central District of California, Case No. CV-07-3678-ABC;

d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses,* Los Angeles Superior Court Case No. BC380996;

e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior Court Case No. BC383266;

f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court Case No. RG 0265835;

g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No. 05CECG02189;

h. *Norman, et al. v. Movado Retail Group, Inc.,* United States District Court, Central District of California, Case No. CV08-06691 SVW (PLA)

i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case No. BC342588;

g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No. BC374816;

h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No. BC378990;

i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central District of California, Case No. CV07-3237-DDP (PLAX);

h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No. BC410322;

j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case No. BC412315;

k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No. BC397208;

l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No. BC399431;

m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No. 37-2009-00103626-CU-OE-CTL;

n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No. BC451148;

o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court, Central District of California, Case No. CV 10-8916 DDP (CWx);

p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles Superior Court Case No. BC432406;

q. *Barajas v. Menzies Aviation, Inc.,* United States District Court, Central District of California, Case No CV-10-02315-JEM;

r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior Court Case No. BC462603;

s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court Case No. BC452570;

t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-00366952-CU-OE-VTA;

u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case No. BC421009;

v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No. 1341987;

w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court Case No. BC425708;

x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case No. BC436879;

y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No. RIC10020183;

z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;

aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No. BC411134;

bb. *Lowanga v. Continental Currency Services, Inc*., Orange County Superior Court Case No. 30-2011-0044011-CU-OE-CXC;

cc. *Aguilar v. PLS Financial Services, Inc.,* United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx);

dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No. BC443792;

ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No. BC451489;

ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case No. CV 10-0968-PSG-FMOX;

gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case No. BC425799;

hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior Court Case No. BC446744;

jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No. BC456420;

ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

kk. *Reed v. 99 Cents Only Stores,* Los Angeles Superior Court Case No. BC436793;

ll. *Santos v. Noble Management Group-California, LLC*, United States District Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior Court Case No. 30-2011-00473505;

nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case No. BC436235;

oo. *Zad-Behtooie v. Valley Village,* Los Angeles Superior Court Case No. BC451490;

pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No. RG10523946;

qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California, Case No. CV 11-09543 DSF (MRWx);

rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-00518396-CU-OE-CXC;

ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx);

tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No. BC320172;

uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;

vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No. BC357987.

36. Mr. Lavi, Mr. Granberry, Mr. Clayton, myself, and the other attorneys at the firm made every effort to litigate this action in an efficient and cost-effective manner. Given his years of experience, his trial and appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work by the hour, his current hourly rate would be $1,000 per hour. Mr.

Granberry's hourly rate would be $725. Mr. Clayton and my hourly rate would be $675 per hour. This rate is the firm's current billing rate and is supported by the extensive and specialized experience in these types of cases and recognized expertise described. I have knowledge of the hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and mine. Based on that information, I believe that our rates are fully consistent with the market rate for attorneys with comparable expertise, experience and qualifications. Specifically, based on the information I have, I believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with comparable expertise, experience, and qualifications

37. The specific work performed by my firm in prosecuting this action has included, but not been limited to: preparing the pleadings; extensive informal discovery exchange including analysis of Defendant's relevant policies and procedures and review, compilation, and analysis of—with support of Class Counsel's expert—the following: a random sample of timekeeping and payroll data, which spanned from February 25, 2023, through September 18, 2023, Plaintiff's time cards, the number of current class members, number of former class members, number of workweeks, number of pay periods during the PAGA Period, number of aggrieved employees, average hourly rate of pay, Defendant's employee handbook in English, and information about the timekeeping service used by Defendant, including the relevant user manual; reviewing other documents; analyzing available data; participating in settlement negotiations; participating in a full-day mediation; post-mediation settlement discussions; negotiating, drafting, and reviewing settlement agreement as well as drafting the Motion for Preliminary Approval and related papers.

38. Our firm maintains all records regarding costs expended on each case. I have reviewed the records of costs expended in this matter. According to our records, our firm has incurred significant costs in the amount of at least $33,212.68 to date for both the instant action and the separately filed PAGA action and will likely incur additional costs to see this matter though final judgment. This amount includes costs associated with filings, service of process of the summons and complaints, and mediation fees.

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CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED SERVICE PAYMENT:

39. Plaintiff Angela Howard is entitled to an Enhancement Award for her service as class representative and the risks associated with her role as Class Representative and a named Plaintiff in this action. Plaintiff Howard understands and continues to understand her role as Class Representative, she has protected the interests of Class Members during the pendency of this matter and will continue to do so. Plaintiff Howard does not have any interest that is averse to the interests of the other class members. Defendant will not oppose the application for an enhancement of $36,000 ($9,000 each) to be paid from the Gross Settlement Amount to Plaintiffs for their services to the Class in this Lawsuit. (Settlement, ¶ 3.2.1.) Class Counsel can attest that Plaintiff Howard devoted a proportionate amount of time and work assisting counsel in the case, communicating with counsel frequently, providing documents and information regarding his employer and employment, which led to increase in the value and ultimate success of the Settlement. It is imperative that Plaintiff Howard obtain just compensation for the time, effort and risk associated with her fiduciary duties as a class representative and a named Plaintiff. I believe that the requested Class Representative Service Payment of $36,000 ($9,000 each) to Plaintiffs as a service award is fair and reasonable. As such, the requested payment is warranted for their time and effort when the Class Members are able to receive significant benefits for Plaintiffs' efforts, as well as the fact that Plaintiffs put themselves at significant risk for liability for costs in this matter if Defendant were the prevailing party in the litigation as well as for retaliation by other employers who may discover, and find it unappealing, that Plaintiff Howard was a class representative in a lawsuit against Defendant, her former employer. Plaintiff Howard provided Class Counsel with factual information needed to prepare the complaints. She collected relevant documents and produced those documents to Class Counsel and remained engaged throughout continued settlement negotiations that were ultimately required to reach a settlement in this case. At this point in the approval process, Plaintiffs' requested payment should be approved and allow the Class Members an opportunity to object to the requested enhancement.

40. A true and correct copy of the executed Class Action and PAGA Settlement

Agreement and Class Notice is hereto attached as **Exhibit 1.**

41. Attached as Exhibit A to the executed Class Action and PAGA Settlement Agreement and Class Notice is a true and correct copy of the proposed Class Notice.

42. On May 7, 2026, a copy of the Settlement Agreement was submitted via online submission to the LWDA. A true and correct copy of the LWDA's email confirmation of the upload of the Settlement is hereto attached as **Exhibit 2.**

43. A true and correct copy of Lavi & Ebrahimian's costs as of May 7, 2026, is attached hereto as **Exhibit 3**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of May 2026, at Beverly Hills, California.

/s/ *Monique Toby*
Monique N. Toby

“EXHIBIT 1”

Vinesign Document ID: D671E96B-368D-4BD5-ABDE-09DA84B8024B

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs ANGELA HOWARD, MONIQUE MARIE GALLEGOS, PATRICIA RICO, and YVONNE SAZMA ("Plaintiff(s)") and Defendant ANTELOPE VALLEY HEALTHCARE DISTRICT ("AVHD" or "Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1. "Action" means the Plaintiffs' lawsuits alleging wage and hour violations against Defendant: (i) *Howard v. Antelope Valley Hospital, Inc.* County Superior Court Case No. 22STCV22286 (the "Howard Class Action"); (ii) *Howard v. Antelope Valley Hospital, Inc.* County Superior Court Case No. 22STCV39100 (the "Howard PAGA Action"); (iii) G*allegos v. Antelope Valley Healthcare District*, Los Angeles County Superior Court Case Nos. 23STCV29503 and 24AVCV00144 (the "Gallegos Actions"); and (iv) *Sazma v. Antelope Valley Medical Center*, PAGA action not filed (the "Sazma Action") (the Howard Class Action, the Howard PAGA Action, the Gallegos Actions, and the Sazma Action collectively will be referred to as the "Action(s)"). The Plaintiffs will file a First Amended Complaint which shall combine all of the named Plaintiffs and causes of action under the same case number and in the same court.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means and refers to all current and former nonexempt employees employed by Defendant in California during the PAGA Period.

1.5. "Class" means and refers to all current and former nonexempt employees employed by Defendant in California during the Class Period.

1.6. "Class Counsel" means Lavi & Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry and all lawyers affiliated with this firm; Wilshire Law Firm, PLC, including Arrash T. Fattahi, Arman A. Salehi, and all lawyers affiliated with this firm; and Haines Law Group, APC, including Paul K. Haines and Sean M. Blakely, and all lawyers affiliated with this firm.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security

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The signed document can be validated at https://app.vinesign.com/Verify

number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from April 1, 2020, through December 31, 2022.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means named Defendant Antelope Valley Healthcare District.

1.17. "Defense Counsel" means Goe Forsythe & Hodges LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, 61 days after the Court enters Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means One Million Seven Hundred Fifty Thousand Dollars and Zero Cents ($1,750,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class

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Representative Service Payment and the Administration Expenses Payment.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699,[*former*] subd. (i).

1.28. "Mediation Date" means July 21, 2025.

1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32. "PAGA Period" means the period from April 1, 2020, through December 31, 2022.

1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34. "PAGA Notice" means Plaintiff Howard's July 11, 2022 letter (amended March 30, 2023), Plaintiff Sazma's October 31, 2023 letter, and Plaintiff Gallegos' December 1, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($100,000.00), allocated 25% to the Aggrieved Employees ($25,000.00) and 75% to the LWDA ($75,000.00) in settlement of PAGA claims.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. "Plaintiff(s)" means ANGELA HOWARD, MONIQUE MARIE GALLEGOS, PATRICIA RICO, and YVONNE SAZMA, the named Plaintiffs in the Action.

1.38. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Released Class Claims" means all claims that were alleged in the Complaint, or that reasonably could have been alleged based uopon the facts statead in the Complaint,

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including: (1) failure to pay minimum wages, (2) failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to indemnify employees for work-related expenditures, (5) failure to timely pay earned wages during employment, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all earned wages at time of separation, and (8) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.

1.40. "Released PAGA Claims" means the PAGA claims alleged in the Complaint, or that reasonably could have been based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to indemnify employees for work-related expenditures, (5) failure to timely pay earned wages during employment, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all earned wage at time of separation, and (8) all other claims for civil penalties recoverable under the Private Attorney's General Act, Labor Code section 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

1.41. "Released Parties" means: Defendant and its parents, subsidiaries, directors, owners, shareholders, officers, and attorneys, past and present, and each of them acting in concert with the foregoing.

1.42. "Request for Exclusion" means a Class Member's submission of a valid request to be excluded from the Class Settlement, prior to the Response Deadline.

1.43. "Response Deadline" means 45 calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and is the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objection(s) to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator will have an additional 14 calendar days beyond the Response Deadline.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. **RECITALS.**

2.1. On July 11, 2022, Plaintiff Angela Howard commenced this Action by filing a class action Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages, (2) failure to authorize meal periods, (3) failure to authorize rest periods, (4) failure to reimburse business expenses, (5) failure to timely pay earned wages during employment, (6) failure to provide complete and accurate wage

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statements, (7) failure to timely pay all wages at separation of employment, and (8) unfair business practices ("Howard Class Action"). The Howard Class Action was filed in Los Angeles County Superior Court, case number 22STCV22286.

2.2. On December 15, 2022, Plaintiff Angela Howard commenced another action against Defendant by filing a Complaint alleging causes of action against Defendant for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Section 2698, et seq. ("Howard PAGA Action"). The Howard PAGA Action was filed in Los Angeles County Superior Court, case number 22STCV39100.

2.3. On October 31, 2023, Plaintiff Sazma served a PAGA Notice to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a)., LWDA Case No. LWDA-CM-990954-23.

2.4. On December 1, 2023, Plaintiff Gallegos served a PAGA Notice to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a)., LWDA Case No. LWDA-CM-997393-23.

2.5. Further, on December 1, 2023, Plaintiff Gallegos filed a separate class action complaint alleging causes of action against Defendant for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, and unfair business practices (Los Angeles County Case No. 23STCV29503).

2.6. The Plaintiffs will file a First Amended Complaint which shall combine all of the named Plaintiffs and causes of action under the same case number and in the same court. The First Amended Complaint will become the operative complaint in the Action when it is filed (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.7. Pursuant to Labor Code section 2699.3,[*former*] subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.8. On July 21, 2025, Plaintiffs and Defendant participated in an all-day mediation presided over by the Honorable Lisa Cole (Ret.) which led to this Agreement to settle the Action.

2.9. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130

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("*Dunk/Kullar*").

2.10. The Court has not granted class certification.

2.11. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Million Seven Hundred Fifty Thousand Dollars and Zero Cents ($1,750,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than Nine Thousand Dollars and Zero Cents ($9,000.00) ($36,000.00 total) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount, which is currently estimated to be Five Hundred Eighty-Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents ($583,333.33), and a Class Counsel Litigation Expenses Payment of actual, reasonable costs. Defendant shall not oppose requests for Class Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount and for a Class Counsel Litigation Expenses Payment of actual, reasonable costs. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, the amount of Class Counsel Fees Payment will increase in order to remain One-Third of the Gross

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Settlement Amount. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099-MISC Form(s).

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $15,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than $15,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% 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 tax withholding and will be reported on an IRS W-2 Form. The other 90% 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 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 Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $100,000.00 to be paid from the Gross Settlement Amount, with 75% ($75,000.00) allocated to the LWDA PAGA Payment and 25% ($25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $25,000.00 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.

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3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.6 In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and/or Class Litigation Expenses Payment, Class Counsel reserve their right to appeal such order, however, Plaintiff and/or Class Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send

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checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all Released Parties as follows:

5.1. Release by Participating Class Members: All Participating Class Members release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including the Released Class Claims. Except as set forth in Section 5.2 of this Agreement,

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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.

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and PAGA Notice, including the Released PAGA Claims.

5.3. Plaintiff's Release. Plaintiff for themself and on behalf of their respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.3.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the

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notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

6.2. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Plaintiff is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court

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does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties represent that they have no interest or relationship, financial or otherwise, with the Administrator. In their declarations, Class Counsel will aver that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail

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the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator cannot reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator will accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of validity and/or

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authenticity will be final and not appealable or otherwise susceptible to challenge.

7.5.3 Each Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Each Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member will have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement (e.g., contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment).

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. 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. A

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Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the

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terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiff is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiff is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 2,600 Class Members and 374,400 Total Workweeks during the Class Period and (2) there were 2,600 Aggrieved Employees who worked 184,600 PAGA Pay Periods during the PAGA Period. The Parties have expressly agreed that there shall be no escalator clause in this Agreement.

9. **MOTION FOR FINAL APPROVAL.** Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699,[*former*] subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. The Parties, by and through their respective Counsel, will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class

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Counsel's ethical obligations owed to Class Members.

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8. No Tax Advice. The Parties are not providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives. After the Preliminary Approval Order is entered, such amendment, modification, change, or waiver also requires Court approval.

11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11. Applicable Law. The internal laws of the State of California govern all terms and conditions of this Agreement and its exhibits, without regard to conflict of law principles.

11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders

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entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.20. Bankruptcy. In the event that any Defendant files for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiff shall be permitted to file the claims asserted in the Action in the bankruptcy proceedings, and such claims are not limited by the amount of the Gross Settlement Amount as set forth in this Settlement

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Agreement. If any settlement funds have been disbursed as provided in this agreement as of the date Defendant files for bankruptcy, Defendant shall not be entitled to a return of such funds from the recipients. However, Defendant will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.

11.21. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

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Dated: 11/05/2025

ANGELA HOWARD

Angela Howard

Dated: _____

MONIQUE MARIE GALLEGOS

_____

Dated: _____

PATRICIA RICO

_____

Dated: Nov 6, 2025

YVONNE SAZMA

Yvonne Sazma (Nov 6, 2025 17:05:44 PST)

Dated: _____

ANTELOPE VALLEY HEALTHCARE DISTRICT

_____

Name:_____

Title:_____

APPROVED **AS TO FORM ONLY:**

Dated: 11/06/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for ANGELA HOWARD, on behalf of herself and all others similarly situated

Dated: _____

WILSHIRE LAW FIRM, PLC

_____

Arrash T. Fattahi, Esq.
Arman A. Salehi, Esq.
Attorneys for MONIQUE MARIE GALLEGOS and PATRICIA RICO, on behalf of themselves and all others similarly situated

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Docusign Envelope ID: 69C0DE30-2B7D-4574-AC28-23454B3C1158

Dated: _____

ANGELA HOWARD

_____

Dated: 11/5/2025

MONIQUE MARIE GALLEGOS

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M. GALLEGOS
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Dated: 11/5/2025

PATRICIA RICO

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Dated: _____

YVONNE SAZMA

_____

Dated: _____

ANTELOPE VALLEY HEALTHCARE DISTRICT

_____

Name:_____

Title:_____

APPROVED **AS TO FORM ONLY:**

Dated: _____

LAVI & EBRAHIMIAN, LLP

_____

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for ANGELA HOWARD, on behalf of herself and all others similarly situated

Dated: 11/5/2025

WILSHIRE LAW FIRM, PLC

_____

Arrash T. Fattahi, Esq.
Arman A. Salehi, Esq.
Attorneys for MONIQUE MARIE GALLEGOS and PATRICIA RICO, on behalf of themselves and all others similarly situated

Dated: November 6, 2025

HAINES LAW GROUP, APC

Sean M. Blakely, Esq.
Attorneys for YVONNE SAZMA, on behalf of herself and all others similarly situated

Dated: _____

GOE FORSYTHE & HODGES LLP

Ronald S. Hodges, Esq.
Ashley N. Kinder, Esq.
Attorneys for Defendant ANTELOPE VALLEY HEALTHCARE DISTRICT

Dated: _____

ANGELA HOWARD

_____

Dated: _____

MONIQUE MARIE GALLEGOS

_____

Dated: _____

PATRICIA RICO

_____

Dated: _____

YVONNE SAZMA

_____

Dated: November 19, 2025

ANTELOPE VALLEY HEALTHCARE DISTRICT

_____

Name: TROY SCHELL

Title: GENERAL COUNSEL

APPROVED **AS TO FORM ONLY:**

Dated: _____

LAVI & EBRAHIMIAN, LLP

_____

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for ANGELA HOWARD, on behalf of herself and all others similarly situated

Dated: _____

WILSHIRE LAW FIRM, PLC

_____

Arrash T. Fattahi, Esq.
Arman A. Salehi, Esq.
Attorneys for MONIQUE MARIE GALLEGOS and PATRICIA RICO, on behalf of themselves and all others similarly situated

Dated: _____

HAINES LAW GROUP, APC

_____

Sean M. Blakely, Esq.
Attorneys for YVONNE SAZMA, on behalf of herself and all others similarly situated

Dated: November 19, 2025

GOE FORSYTHE & HODGES LLP

_____

Ronald S. Hodges, Esq.
Ashley N. Kinder, Esq.
Attorneys for Defendant ANTELOPE VALLEY HEALTHCARE DISTRICT

“EXHIBIT A”

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

HOWARD v. ANTELOPE VALLEY HOSPITAL, INC. | Case No. 22STCV22286

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 an employee class action lawsuit ("Action") entitled *Howard, et al. v. Antelope Valley Hospital, Inc*. for alleged wage and hour violations. The Action was filed by a former employee ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees ("Class Members") who worked for Antelope Valley Healthcare District during the Class Period from April 1, 2020, to December 31, 2022 and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Antelope Valley Healthcare District during the PAGA Period from April 1, 2020 to December 31, 2022 ("Aggrieved Employees"). For the purposes of this Notice, Antelope Valley Healthcare District shall be referred to here as the "Company."

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

Based on the Company's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. 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 the Company's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

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

If you worked for the Company during the Class Period and/or the PAGA Period, you have two

basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Company.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against the Company, 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.

The Company 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 the Company that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and 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 _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of the Company. The Action accuses the Company of violating California labor laws by failing to pay minimum wages, timely wages during employment, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

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

So far, the Court has made no determination whether the Company or Plaintiff is correct on the merits. In the meantime, Plaintiff and the Company hired an experienced retired judge in an effort to resolve the Action by negotiating an 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, Plaintiff and the Company 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, the Company does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and 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?

a. The Company Will Pay $1,750,000.00 as the Gross Settlement Amount (Gross Settlement). The Company 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 penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, the Company will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

b. 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:

   i. Up to $583,333.33 (One-Third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $_____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ii. Up to $9,000.00 each ($36,000.00 total) as a Class Representative Award for filing the Action (for all four named Plaintiffs), working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   iii. Up to $15,950.00 to the Administrator for services administering the Settlement.

   iv. Up to $100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment ($75,000.00) and 25% in Individual PAGA Payments ($25,000.00) 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.

c. 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 Period Workweeks.

d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 10% ("Wage Portion") of each Individual Class Payment to taxable wages and 90% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and the Company 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.

e. 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, you should consult the rules of the Fund for instructions on how to retrieve your money.

f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, 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 the Company.

g. 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 the Company based on the PAGA Period facts alleged in the Action.

h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.

i. 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.

j. Participating Class Members' Release. After the Judgment is final and the Company 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 the Company or related entities 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 release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period and facts stated in the Operative Complaint, including the Released Class Claims. Except as set forth in Section 5.2 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 Released Class Claims are all claims that were alleged in the Complaint, or that reasonably could have been alleged based upon the facts statead in the Complaint, including: (1) failure to pay minimum wages, (2) failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to indemnify employees for work-related expenditures, (5) failure to timely pay earned wages during employment, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all earned wages at time of separation, and (8) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.

k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the

Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against the Company, 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 the Company 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:

All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period and facts stated in the Operative Complaint and PAGA Notice, including the Released PAGA Claims. The Released PAGA Claims are the PAGA claims alleged in the Complaint, or that reasonably could have been based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to indemnify employees for work-related expenditures, (5) failure to timely pay earned wages during employment, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all earned wage at time of separation, and (8) all other claims for civil penalties recoverable under the Private Attorney's General Act, Labor Code section 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until _____ 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, 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 the Company's calculation of Workweeks and/or Pay Periods based on the Company'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 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 the Company's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

a. 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 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.

b. 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).

Your check will be sent to the same address as in 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, 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 be excluded. Be sure to personally sign your request, identify the Action as *Howard v. Antelope Valley Hospital, Inc.* and include your identifying information (full name, address, 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 _____, 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 the Company are asking the Court to approve. At least 16 court days before the _____ 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 _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award 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 _____. 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 _____ and include your name, current address, telephone number, and approximate dates of employment for the Company 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 _____ at _____ in Department _ 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, Plaintiff, and the Administrator. The Court will invite comments 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's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (_____) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company 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 the Administrator's website at _____. 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.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) and entering the Case Number for the Action, Case No. _____. You can also make

an appointment to personally review court documents in the Clerk's Office at the [Spring Street Courthouse] [Stanley Mosk Courthouse] by calling [(213) 310-7000] [(213) 830-0800].

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

The Contact information for the Settlement Administrator is as follows:

Email Address:
Mailing Address:
Telephone:
Fax Number:

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendant
Joseph Lavi Vincent Granberry Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lelawfirm.com vgranberry@lelawfirm.com Arrash T. Fattahi Arman A. Salehi Wilshire Law Firm, PLC 660 S. Figueroa St., Sky Lobby, Los Angeles, CA 90017 Tel: (213) 784-3830 Fax: (213) 381-9989 Email: arrash.fattahi@wilshirelawfirm.com arman.salehi@wilshirelawfirm.com Paul K. Haines Sean M. Blakely Haines Law Group, APC 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 Email: phaines@haineslawgroup.com sblakely@haineslawgroup.com	Ronald S. Hodges Ashley N. Kinder GOE FORSYTHE & HODGES LLP 17701 Cowan, Suite 210 Irvine, CA 92614 Tel.: (949) 798-2460 Fax: (949) 955-9437 E-Mail: rhodges@goeforlaw.com **akinder@goeforlaw.com**

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 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 2”

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Thu 5/7/2026 10:54 AM
To Monique N. Toby <MToby@lelawfirm.com>

External (no-reply@formassembly.com)

Report This Email How To My Quarantine

05/07/2026 10:54:00 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 05/07/2026 10:54:00 AM your Proposed Settlement was successfully processed for case number LWDA-CM-894754-22

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

“Exhibit 3”

May 7, 2026

VIA PERSONAL DELIVERY

Angela Howard
1435 W. Ave H-9
Lancaster, CA 93536

RE: ***ANGELA HOWARD v. ANTELOPE VALLEY HOSPITAL, ET AL.***
Los Angeles County Superior Court Case no.: 22STCV22286
(Wage and Hour Class Action)
Los Angeles County Superior Court Case no.: 22STCV39100
(Wage and Hour PAGA Action)

Dear Ms. Howard:

Please find listed below a breakdown of the professional costs and fees associated with your case titled *Angela Howard v. Antelope Valley Hospital, et al.*

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	**ITEM**	**COST**
	SETTLEMENT AMOUNT	**$**
N/A	Copying	$125.00
N/A	Scanning	$125.00
N/A	Fax	$37.50
N/A	Mail	$98.67
	LOS ANGELES SUPERIOR COURT	
07/11/2022	Summons and Complaint Filing Fee	$1,435.00
08/18/2023	Document Retrieval re: Minute Order [#:1230818J1163]	$1.00
12/15/2022	[PAGA] Summons and Complaint Filing Fee	$435.00
10/30/2024	Order Fee	$20.00
11/01/2024	Order Fee	$20.00
01/16/2026	Order Fee	$20.00
03/04/2026	Order Fee	$20.00
08/14/2024	Order Fee	$20.00
08/23/2024	Order Fee	$20.00
10/29/2024	Order Fee	$20.00

	DDS LEGAL SERVICES	
07/11/2022	Filing of Summons and Complaint [#:305985]	$77.20
08/05/2022	Process Service of Summons and Complaint on Defendant Antelope Valley Hospital, Inc. [#:315492A]	$115.10
08/05/2022	Process Service of Summons and Complaint on Defendant Antelope Valley Hospital Foundation [#:315492B]	$58.90
08/05/2022	Process Service of Summons and Complaint on Defendant Antelope Valley Hospital Foundation [#:315492C]	$55.00
09/02/2022	Filing of Proof of Service of Summons and Complaint on Defendants [#:325307]	$34.15
09/08/2022	Filing of Notice and Acknowledgement of Receipt-Civil [#:327032]	$34.15
10/19/2022	Filing of Plaintiff' Request for Dismissal of Class Action Allegations [#:341760]	$930.25
12/07/2022	[PAGA] Filing of Summons and Complaint [#:358219]	$29.95
12/08/2022	[PAGA] Resubmission of Filing of Summons and Complaint [#:358219A]	$29.95
12/15/2022	[PAGA] Filing of Summons and Complaint [#:361102]	$47.20
12/20/2022	1st Attempt-Filing of Summons [#:362650]	$29.95
12/28/2022	2nd Attempt-Filing of Summons [#:364519A]	$34.15
12/29/2022	Filing of Peremptory Challenge [#:365515]	$34.95
01/12/2023	[PAGA] Filing of Plaintiff's Notice of Case Reassignment [#:369935]	$34.15
05/08/2023	[PAGA] Filing of Plaintiffs' Notice Of Order To Show Cause Re: Failure To File Proof Of Service Of Summons And Complaint; Case Management Conference [408777]	$34.15
05/09/2023	[PAGA] Filing of Plaintiff Angela Howard's First Amended Complaint [408900]	$34.15
06/23/2023	[PAGA] Filing of Notice and Acknowledgement of Receipt-Defendant Antelope Vallet Healthcare District [#:422779]	$34.15
07/24/2023	[PAGA] Filing of request for Dismissal [#:431027]	$34.15
08/03/2023	[PAGA] Process Service of First Amended Complaint and Plaintiff's Notice of Court Order [#:434672]	$124.90
08/03/2023	[PAGA] Filing of Notice of Court Order [#:434703]	$34.15
08/07/2023	[PAGA] Filing of Proof of Service [#:434672A]	$14.15
08/15/2023	[PAGA] Filing of Notice of Court Order [#:438322]	$34.15
08/15/2023	[PAGA] Filing of Request for Dismissal on Antelope Valley Hospital [#:438196]	$34.15
09/19/2023	[PAGA] Filing of Case Management Statement [#:450102]	$34.15
08/14/2024	[PAGA] Filing of Joint Stipulation to continue Trial, Proposed Order and Proof of Service [564724]	$34.75
08/14/2024	[PAGA] Courtesy Copies re: Joint Stipulation to continue Trial,	$39.95

	Proposed Order and Proof of Service [564724CC]	
08/21/2024	[PAGA] Filing of Joint Stipulation to Continue Trial; Proposed Order and Proof of Service [567519]	$34.15
08/21/2024	[PAGA] Courtesy Copies re: of Joint Stipulation to Continue Trial; Proposed Order and Proof of Service [567519CC]	$74.95
08/23/2024	[PAGA] Filing of Joint Stipulation to Continue Trial;[Proposed] order and Proof of Service [568361]	$34.75
08/23/2024	[PAGA] Courtesy Copies re: Joint Stipulation to Continue Trial;[Proposed] order and Proof of Service [568361CC]	$74.95
10/24/2024	Filing of Joint Stipulation to Relate and Consolidate Angela Howard v. Antelope Valley Hospital, Inc., et al (Case No. 22STCV22286) And Angela Howard v. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv39100) For All Purposes 2. Proposed] Order Granting The Parties' Joint Stipulation to Relate and Consolidate Cases 3. Joint Stipulation to Relate and Consolidate Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv22286) And Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv39100) For All Purposes 4. [Proposed] Order Granting The Parties' Joint Stipulation to Relate and Consolidate Cases 5. Proof Of Service	$79.95
10/24/2024	Courtesy Copies re: Joint Stipulation to Relate and Consolidate Angela Howard v. Antelope Valley Hospital, Inc., et al (Case No. 22STCV22286) And Angela Howard v. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv39100) For All Purposes 2. Proposed] Order Granting the Parties' Joint Stipulation to Relate and Consolidate Cases 3. Joint Stipulation to Relate and Consolidate Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv22286) And Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv39100) For All Purposes 4. [Proposed] Order Granting the Parties' Joint Stipulation to Relate and Consolidate Cases 5. Proof Of Service [591501CC]	$74.95
10/25/2024	[PAGA] Filing of [Proposed] Order Granting The Parties' Joint Stipulation To Relate And Consolidate Cases; Joint Stipulation To Relate And Consolidate Angela Howard V. Antelope Valley Hospital, Inc., Et Al. (Case No. 22stcv22286) And Angela Howard V. Antelope Valley Hospital, Inc., Et Al. (Case No. 22stcv39100) For All Purposes and Proof Of Service [591750]	$29.95
10/25/2024	[PAGA] Courtesy Copies re: [Proposed] Order Granting The Parties' Joint Stipulation To Relate And Consolidate Cases; Joint Stipulation To Relate And Consolidate Angela Howard V. Antelope Valley Hospital, Inc., Et Al. (Case No. 22stcv22286) And Angela Howard V. Antelope Valley Hospital, Inc., Et Al. (Case No. 22stcv39100) For All Purposes and Proof Of Service [591750CC]	$74.95

10/29/2024	Filing of Joint Stipulation to Relate and Consolidate Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv22286) And Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv39100) For All Purposes And [Proposed] Order and Proof of Service [593006]	$29.95
10/29/2024	[PAGA] Filing of Joint Stipulation to Relate and Consolidate Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22STCV22286) And Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv39100) For All Purposes and Proof of Service [593002]	$36.30
10/29/2024	[PAGA] Filing of Joint Stipulation to Relate and Consolidate Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22STCV22286) And Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv39100) For All Purposes and Proof of Service [593002CC]	$74.95
10/30/2024	Refiling of Filing of Joint Stipulation to Relate and Consolidate Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv22286) And Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv39100) For All Purposes And [Proposed] Order and Proof of Service [593006A]	$34.75
11/01/2024	Filing Joint Stipulation to Relate and Consolidate Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv22286) And Angela Howard V. Antelope Valley Hospital, Inc., et al. (Case No. 22stcv39100) For All Purposes And [Proposed] Order and Proof of Service [594625]	$36.30
11/04/2024	Filing of Joint Status Report 2. Declaration Of Arthur Adamian in Response to The Court's October 11, 2024, Order to Show Cause Re: Sanctions for Failure to Appear at Mandatory Hearing, Failure to File Status Report, And Failure to Communicate with Defendant and Proof of Service [595120]	$35.70
11/04/2024	Filing Plaintiff's Notice of Minute Order Re: Court Order re: Related and Consolidated Casse no. 22STCV39100 [595153]	$35.70
08/05/2025	Filing of Joint Status Report [693711]	$35.70
11/07/2025	Filing of Joint Further Status Conference Report [729932]	$35.70
01/16/2026	Filing of Joint Stipulation to continue Motion for Preliminary Approval Hearing; Proposed Order Thereon and Proof of Service [752897]	$36.30
01/16/2026	Courtesy Copies re: Joint Stipulation to continue Motion for Preliminary Approval Hearing; Proposed Order Thereon and Proof of Service [752897CC]	$84.95
03/04/2026	[Proposed] Order Granting Plaintiff Leave to File a First Amended Complaint; [Proposed]Order Granting Plaintiff Leave to File a First Amended Complaint and Proof of Service [770773]	$36.30

03/20/2026	Filing of First Amended Class and PAGA Representative Action Complaint for Damages and Restitution and Proof of Service [777156]	$35.70
	LABOR AND WORKFORCE DEVELOPMENT AGENCY	
07/11/2022	Private Attorney General Act Fee	$75.00
	ONELEGAL	
08/07/2023	Filing of Joint Status Conference Report [#:20944854]	$17.66
08/10/2023	Filing of Joint Status Conference Report [#:20944855]	$51.48
	SIGNATURE RESOLUTION	
11/14/2023	Plaintiff's Portion- Mediation Services	$6,450.00
07/21/2025	Plaintiff's Portion-Mediation Services	$6,000.00
	BERGER CONSULTING GROUP	
11/14/2023	Case Analysis [#:9931]	$10,680.00
03/28/2024	Case Analysis [#:10990]	$2,960.00
07/24/2025	Case Analysis [#15679]	$720.00
	MISC.	
03/15/24	Additional Mediation Expense	$17.47
	CASEANYWHERE/ CLOUDBASE	
N/A	System Access Fee	$785.00
	Total Costs, fees and expenses	**$33,212.68**

Please note that by law I am required to give you the itemization of the above-referenced costs and fees incurred by my office on your behalf. Please review it carefully.

If you have any questions concerning the costs and fees, please do not hesitate to call me. If you agree with the itemization of costs and fees, please kindly initial the bottom right hand side of every page of this letter and sign the last page on your signature box and send it to me.

It was a pleasure representing you in this matter. I wish you success in your future endeavors.

Very truly yours;

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.

I, **Angela Howard**, have read the above-stated costs and fees and consent and agree to their accuracy. I acknowledge that I have been given the opportunity to ask any questions concerning the fees and costs concerning my lawsuit. I, **Angela Howard**, agree to the disbursement of my settlement funds in connection with my lawsuit in the manner set forth above. I also understand and agree that Lavi & Ebrahimian, LLP is **NOT** responsible for any liens placed on my file of which Lavi & Ebrahimian, LLP is unaware and that it is NOT aware of any such liens.

I also acknowledge that Lavi & Ebrahimian, LLP has advised me that they are not tax advisers, nor are they qualified to give tax advice concerning what income tax I may owe as a result of this settlement. I acknowledge that Lavi & Ebrahimian, LLP has urged and recommended that I consult a qualified tax adviser regarding the income tax implications of this settlement. I further consent to my attorneys scanning all the documents pertaining to my case in lieu of storing the actual copies.

Dated: _____ _____

Angela Howard