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on behalf of herself and others similarly situated

(Additional counsel attached)

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

VANESSA GONZALEZ, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

PLANNED PARENTHOOD LOS
ANGELES, a California corporation; and
DOES 1 to 100, inclusive,

Defendants

Case No.: 23STCV28464

CLASS ACTION

*[Assigned for all purposes to: Hon. Elihu M.
Berle; Dept. 6]*

REVISED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Hearing Information:
Date: March 16, 2026
Time: 9:00 AM
Dept.: 6

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7 Attorneys for Plaintiff VANNESA GONZALEZ,
on behalf of herself and others similarly situated
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1 The Motion for Preliminary Approval of a Settlement came before this Court on March 16,
2 2026, at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court located at 312 N.
3 Spring St., Los Angeles, California 90012. The Court, having considered the proposed Class
4 Action and PAGA Settlement Agreement, as amended by the First Amendment to Class Action and
5 PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”) entered into by and
6 between Plaintiff Vanessa Gonzalez (“Plaintiff”) and Defendant Planned Parenthood Los Angeles
7 (“Defendant” or “PPLA”), attached as **Exhibit 1** to the Further Declaration of Stephen M. Sloane
8 Regarding Amendment to Class and PAGA Settlement Agreement in Support of Plaintiff’s Motion
9 for Preliminary Approval of Class Action Settlement, and the Class Notice attached as **Exhibit A**
10 thereto; having considered the Motion for Preliminary Approval of Class Action Settlement filed by
11 the parties; having considered the respective points and authorities and declarations submitted by
12 the parties in support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

13 The Court grants preliminary approval of the settlement as set forth in the Settlement and
14 finds the terms to be within the range of reasonableness of a settlement that ultimately could be
15 granted approval by the Court at the Final Approval Hearing. For purposes of the Settlement only,
16 the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently
17 well-defined community of interest among the Class in questions of law and fact. Therefore, for
18 settlement purposes only, the Court grants conditional certification of the following “Class”:

19 All current and former hourly, non-exempt employees of Defendant who worked for
20 Defendant Planned Parenthood Los Angeles in the State of California at any time during the
21 Class Period.

- 22 1. The “Class Period” is the period from November 19, 2019, to March 18, 2025.
- 23 2. For purposes of settlement, the Court further designates named Plaintiff Vanessa
24 Gonzalez as Class Representative, and E & L, LLP and Lavi & Ebrahimian, LLP as Class Counsel.
- 25 3. The Court appoints CPT Group, Inc. as the Settlement Administrator.
- 26 4. A Final Approval Hearing on the question of whether the proposed settlement should
27 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in
28 Department 6 of this Court, located at 312 N. Spring St., Los Angeles, California 90012, on August

12, 2026, at 9:00 a.m.

5. At the Final Approval Hearing, the Court will consider: (a) whether the settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the settlement should be entered; and (c) whether Plaintiff's application for an award of Class Counsel Fees, Class Counsel Litigation Expenses, and Class Representative Service Payment should be granted.

6. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval by no later than sixteen (16) court days prior the Final Approval Hearing.

7. Class Counsel shall file a motion for an award of Class Counsel Fees, Class Counsel Litigation Expenses, and Class Representative Service Payment by no later than sixteen (16) court days prior to the Final Approval Hearing.

8. The Court approves, as to form and content, the Class Notice which is attached hereto as **Exhibit A.**

9. No later than April 13, 2026, Defendant shall provide the following information to the Settlement Administrator: Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods ("Class Data").

10. No later than April 27, 2026, the Settlement Administrator shall disseminate the Class Notice to all the Class Members identified in the Class Data by first-class U.S. Mail.

11. Class Members shall have until June 29, 2026, to fax, email, or mail Requests for Exclusion from the Settlement or fax, email, or mail an Objection to the Settlement ("Initial Response Deadline"). Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) days beyond the Initial Response Deadline has expired.

12. The Court finds that the forms of Class Notice to the Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class constitute the best notice practicable under the circumstances and constitute

1 valid, due, and sufficient notice to all members of the Class. They comply fully with the
2 requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
4 and other applicable law.

5 13. The Court further approves the procedures for Class Members to participate in, opt
6 out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

7 14. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
8 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no
9 later than June 29, 2026 (plus an additional 14 days for Class Members whose Class Notice is re-
10 mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that
11 reasonably communicates the Class Member's election to be excluded from the Settlement and
12 includes the Class Member's name, address and email address or telephone number. To be valid,
13 a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

14 15. Any Class Member who does not submit a valid and timely Request for Exclusion
15 from the Settlement ("Participating Class Member") may send written objections to the
16 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
17 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
18 Hearing. A Participating Class Member who elects to send a written objection to the
19 Administrator must do so no later than June 29, 2026 (plus an additional 14 days for Class
20 Members whose Class Notice was re-mailed).

21 16. Pending the Final Approval Hearing, all proceedings in this action, other than
22 proceedings necessary to carry out or enforce the terms and conditions of the Settlement
23 Agreement and this Order, are stayed.

24 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
25 connection with the administration of the settlement which are not materially inconsistent with
26 either this Order or the terms of the Settlement Agreement.

27 18. The Court orders the following Implementation Schedule for further proceedings:

28 //

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	April 13, 2026
Notice Date: last day for Administrator to mail Class Notice to Class Members.	April 27, 2026
Response Deadline: (i) last day for Settlement Class Members whose Class Notice was not re-mailed to submit Requests for Exclusion; (ii) last day for class members whose Class Notice was not re-mailed to submit Objections	June 29, 2026
Response Deadline: (i) last day for Settlement Class Members whose Class Notice was re-mailed (if any) to submit Requests for Exclusion; (ii) last day for class members whose Class Notice was re-mailed (if any) to submit Objections	July 13, 2026
Last day for class counsel to file motion for Class Counsel Fees, Class Counsel Litigation Expenses, and Class Representative Service Payment.	May 27, 2026
Last day for parties to file motion and supporting documents for final approval of class action settlement.	May 27, 2026
Last day for the Parties to respond to Objections	July 27, 2026
Hearing on final approval of class action settlement.	August 10, 2026, 9:00 a.m. in Dept. 6

19. The Final Approval Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

Dated: 04/14/2026



Elihu M. Berle

Elihu M. Berle / Judge

Hon. Elihu M. Berle,
Judge of the Superior Court

EXHIBIT A

EXHIBIT A

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

Vanessa Gonzalez v. Planned Parenthood Los Angeles, Los Angeles County Superior Court
Case No. 23STCV28464

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Planned Parenthood Los Angeles (“PPLA”) for alleged wage and hour violations. The Action was filed by former PPLA employee Vanessa Gonzalez (“Plaintiff”) and seeks payment of alleged unpaid wages and statutory penalties for a class of hourly non-exempt employees (“Class Members”) who worked for PPLA during the Class Period (November 20, 2019 to March 18, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly non-exempt employees who worked for PPLA during the PAGA Period (November 20, 2022 to March 18, 2025) (“Aggrieved Employees”).

PPLA denies the allegations in the lawsuit and maintains that it has properly compensated its employees, but it has chosen to resolve the matter voluntarily rather than engage in protracted litigation that would distract from its mission.

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

Based on PPLA’s records and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$[TBD] (less withholding) and your Individual PAGA Payment is estimated to be \$[TBD]**. 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 PPLA’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on PPLA’s records showing that **you worked [TBD] Workweeks** during the Class Period and **you worked [TBD] 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 grant final approval of 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 PPLA to make payments it has agreed to under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against PPLA.

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

1. Do Nothing. You do not 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 PPLA.

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 PPLA, 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.

PPLA 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 Do Not 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 PPLA 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 [TBD]	If you do not want to participate in the Class portion of 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. PPLA will pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees will 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 [TBD]	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 grant final approval of 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 [TBD] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [TBD]. You do not 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 [TBD]	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 of Class Period Workweeks and PAGA Period Pay Periods you worked according to PPLA’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must submit any challenge by [TBD]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former PPLA employee. The Action accuses PPLA of violating California labor laws for (1) failure to pay wages for all time worked at minimum and straight time wages; (2) failure to pay overtime wages for daily overtime worked, and failure to include additional remuneration when calculating overtime wages; (3) failure to authorize or permit meal periods or pay meal period premiums in lieu thereof; (4) failure to authorize or permit rest periods or pay rest period premiums in lieu thereof; (5) failure to pay all accrued and vested vacation/PTO wages; (6) failure to indemnify employees for employment-related losses and expenditures; (7) failure to timely pay earned wages during employment; (8) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (9) failure to provide complete and accurate wage statements; and (10) unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by the following attorneys in the Action: Lavi & Ebrahimian, LLP, and E&L, LLP (“Class Counsel”). PPLA strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

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

So far, the Court has made no determination whether PPLA or Plaintiff is correct on the merits. In the meantime, Plaintiff and PPLA hired an experienced, neutral mediator 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 ask the Court jointly to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and PPLA have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, PPLA 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) PPLA 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) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. PPLA Will Pay \$2,400,000.00 as the Gross Settlement Amount (Gross Settlement). PPLA 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, PPLA will fund the Gross Settlement not more than 21 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the day after the deadline for filing an appeal of the Judgment or, if someone appeals the Judgment, the day after the court affirms the Judgment, whichever is later.
2. Court-Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 854,000 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees (to be split 50% to Lavi & Ebrahimian, LLP and 50% to E&L, LLP) and up to \$[TBD] for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$7,500 as a Class Representative Award for filing the Action, 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.
- C. Up to \$[TBD] to the Administrator for services administering the Settlement.
- D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and PPLA are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. 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 PPLA have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Individual Settlement. In addition to the Gross Settlement Amount, PPLA shall fund a separate settlement of claims asserted by Plaintiff that are unrelated to the claims resolved by the Class Settlement, in the amount of \$60,000.00. In exchange for this payment, Plaintiff will execute a separate settlement agreement which includes a general release of all known and unknown claims Plaintiff may have against Released Parties for any all claims arising out of her employment with PPLA.
- 6. Need to Cash Payment Checks Promptly. 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 do not 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.

7. 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 [TBD], 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 [TBD] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the 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 pursue personal wage and hour claims against PPLA.

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 PPLA based on the PAGA Period facts alleged in the Action.

8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and PPLA have agreed that, in either case, the Settlement will be void: PPLA will not pay any money and Class Members will not release any claims against PPLA.
9. Administrator. The Court has appointed a neutral company, [TBD] (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Members' challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
10. Participating Class Members' Release. After the Judgment is final and PPLA 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 PPLA 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims that were alleged, or that reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, arising, during or with respect to the Class Period, including without limitation the following claims: (1) failure to pay wages for all time worked at minimum and straight time wages; (2) failure to pay overtime wages for daily overtime worked, and failure to include additional remuneration when calculating overtime wages; (3) failure to authorize or permit meal periods or pay meal period premiums in lieu thereof; (4) failure to authorize or permit rest periods or pay rest period premiums in lieu thereof; (5) failure to pay all accrued and vested vacation/PTO wages; (6) failure to indemnify employees for employment-related losses and expenditures; (7) failure to timely pay earned wages during employment; (8) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (9) failure to provide complete and accurate wage statements; and (10) all claims under California Business & Professions Code section 17200 for unfair business practices and claims for violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"). Except as set forth in Section 5.4 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.

11. Aggrieved Employees' PAGA Release. After the Court's judgment is final and PPLA has fully funded the Gross Settlement and separately paid all employer payroll taxes, All Aggrieved Employees will be barred from asserting PAGA claims against PPLA, 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 PPLA or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

All Aggrieved Employees, (regardless of whether they are Participating Class Members or Non-Participating Class Members) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California

Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice (and any amendments thereto) arising during or with respect to the PAGA Period. (“Released PAGA Claims”). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, which is predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. 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.
2. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$12,500) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in PPLA’s records, are stated in the first page of this Notice. You have until [TBD] 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. If you send your challenge by mail, it must be postmarked by the deadline, i.e., by [TBD]. 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 PPLA’s calculation of Workweeks and/or Pay Periods based on PPLA’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 Aggrieved Employees) and PPLA’s Counsel. The Administrator’s decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who 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.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, 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 sign your request personally, identify the Action as Vanessa Gonzalez v. Planned Parenthood Los Angeles, Los Angeles County Superior Court Case No. 23STCV28464, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last 4 digits of social security number for verification purposes). **The Administrator must be sent your request to be excluded by [TBD], 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 PPLA are asking the Court to approve. At least 16 days before the [TBD] 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 requests for Court approval of Class Counsel 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. You can view copies of these documents on the Administrator's website [redacted] or the Court's website [redacted].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval or the requests for Court approval of Class Counsel Fees, Litigation Expenses or 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 [TBD].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Vanessa Gonzalez v. Planned Parenthood Los Angeles, Los Angeles County Superior Court Case No. 23STCV28464, and include your name, current address,

telephone number, and approximate dates of employment with PPLA 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 may, but do not have to, attend the Final Approval Hearing on [TBD] at [TBD] in Department 6 of the Los Angeles Superior Court, located at 312 N. Spring St., 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 at [TBD] beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything PPLA and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Motion for Preliminary Approval, the Motion for Final Approval, and the Judgment is to go to the Administrator's website at [TBD]. You can also telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for *Vanessa Gonzalez v. Planned Parenthood Los Angeles*, Case No. 23STCV28464. You can also make an appointment to review court documents in person in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

The contact information for the Settlement Administrator is as follows:

Name of Company:
Email Address:

Mailing Address:
Telephone:
Fax Number:

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	Katherine M. Forster Munger, Tolles & Olson LLP 350 South Grand Avenue Fiftieth Floor Los Angeles, California 90071-1560 Tel: (213) 683-9538 E-Mail: katherine.forster@mto.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.