FILED
Superior Court of California
County of Alameda
10/15/2026
Chad Finke, Executive Officer / Clerk of the Court
By: Z. Ali Deputy
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ISABELLE SANCHEZ, on behalf of herself and all others similarly situated,

Plaintiff,

v.

WASHINGTON TOWNSHIP MEDICAL FOUNDATION, a California Nonprofit Corporation; and DOES 1-50, inclusive.

Defendant.

CASE NO.: 23CV057120

Assigned to the Hon. Somnath Raj Chatterjee

[~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

HEARING INFO

Date: September 2, 2026
Time: 2:30 p.m.
Dept.: 21

Reservation No. 699766528662

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This matter having come for hearing on September 2, 2026, regarding the unopposed Motion for Final Approval of Class Action Settlement on the terms set forth in the Amended Class Action and PAGA Settlement Agreement (the "Settlement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement), and having considered the Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meaning as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action and is made a part of this Order.

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement, and all exhibits thereto.

3. For settlement purposes only, the Court hereby finally certifies the Settlement Class, as defined in the Settlement Agreement, consisting of all individuals who are or were employed by Defendant in California as nonexempt hourly employees at any time from December 8, 2019 through February 24, 2026.

4. For settlement purposes only, the Court further finds that Plaintiff represents PAGA Members on behalf of the State of California pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 through 2699.5, consisting of all individuals who are or were employed by Defendant in California as nonexempt hourly employees at any time from December 8, 2022 through February 24, 2026.

5. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement.

6. The Court finds that an ascertainable class of class members exists and a well-defined

community of interest exists on the questions of law and fact involved because in the context of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of the Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

7. No Class Member filed a written objection or a written statement of intention to appear at the Final Approval and Fairness Hearing. Phoenix received 1 valid Request for Exclusion. Accordingly, 456 Participating Class Members, representing 99.78% of the Class, will participate in and be bound by the Settlement.

8. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court directs the Parties to effectuate the Settlement Agreement according to its terms and declares the Settlement Agreement to be binding on all 456 Participating Class Members.

10. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

11. The Court also finds that the Settlement will now avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured significant relief for Class Members.

12. The Settlement Agreement is not an admission by Defendants, nor is this order a finding of the validity of any allegations or any wrongdoing by Defendants.

13. The Court appoints Plaintiff Isabelle Sanchez as Class Representative and finds him

to be adequate.

14. The Court appoints Joshua Falakassa of Falakassa Law, P.C., and Mehrdad Bokhour of Bokhour Law Group, P.C., as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class action litigation.

15. The terms of the Settlement Agreement, including the Gross Settlement Amount of $900,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

16. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

A. The Court awards $8,500.00 to Phoenix, the Settlement Administrator, and finds this amount to be fair and reasonable. The Court grants final approval and orders the Settlement Administrator to pay this amount in accordance with the Agreement.

B. The Court awards $~~300,000~~ $270,000 to Class Counsel as attorneys' fees and finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders that the Class Counsel fees be paid in accordance with the Settlement Agreement.

C. The Court awards $64,626.29 to the Bokhour Law Group, P.C. in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of and orders the Class Counsel litigation expenses payment in this amount to be made in accordance with the Settlement Agreement.

D. The Court awards $~~15,000~~ $10,000 to the class representative as payment requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of and orders that the class representative's payment be made in accordance with the Settlement Agreement.

E. The Court approves the $20,000 allocation for penalties under the Labor Code

Private Attorneys General Act of 2004 and orders 75%, or $15,000, to be paid to the California Labor and Workforce Development Agency and the remaining 25%, or $5,000, to the eligible PAGA Members in accordance with the Settlement Agreement.

17. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

18. Nothing in the Settlement or this Order purports to extinguish or waive Defendants' rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation.

19. The Settlement shall bind all 456 Participating Class Members and this order, including the release of claims as set forth in the Settlement Agreement.

20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this order and the Settlement Agreement.

21. All checks mailed to the Class Members must be cashed within one hundred and eighty 120 and after court approcal of final accounting (~~180~~) days after mailing. If a Class Member fails to cash his/her check by the deadline, the Settlement Administrator shall donate the check to the cy pres recipient, Legal Aid at Work, pursuant to Code of Civil Procedure section 384.

22. The Court orders that funds not be distributed to the cy pres beneficiary until after Court approval of a final accounting. If there are significant uncashed checks after the initial distribution, Class Counsel may propose a second distribution to the persons who cashed the first checks. Based on information provided by the Settlement Administrator, the Court may order a second distribution.

23. The Court further Orders that 10% of any fee award be retained in the Settlement Administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

24. Within 10 days of this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by

posting a copy of this order and final judgment on its website.

25. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law.

26. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendants and the Released Parties as set forth in the Agreement.

JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 10/15/2026, 2026

HON. SOMNATH RAJ CHATTERJEE

S. Raj Chatterjee / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 10/16/2026 Chad Finke, Executive Officer / Clerk of the Court By: Zenati Ali Deputy Z. Ali
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	
PLAINTIFF/PETITIONER: ISABELLE SANCHEZ	
DEFENDANT/RESPONDENT: WASHINGTON TOWNSHIP MEDICAL FOUNDATION	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV057120

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Travis M. Gemoets
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tgemoets@jmbm.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 10/16/2026

By: Zenati Ali

Z. Ali, Deputy Clerk

CERTIFICATE OF ELECTRONIC SERVICE
CODE OF CIVIL PROCEDURE 1010.6