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Attorneys for Plaintiff and the Putative Class

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.

Defendants.

CASE NO.: 23CV057120

Assigned to the Hon. Somnath Raj Chatterjee

**DECLARATION OF ISABELLE
SANCHEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:

Date: September 2, 2026

Time: 2:30 p.m.

Dept.: 21

Reservation: 699766528662

DECLARATION OF ISABELLE SANCHEZ

I, Isabelle Sanchez, state and declare:

1. I am the Plaintiff and proposed Class Representative in this Action. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to them. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and the request for a \$15,000 Class Representative Service Payment.

2. Based on my participation in the Action, my communications with Class Counsel, my review of the Settlement, and my understanding of the strengths and weaknesses of the claims and defenses, I believe the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members.

3. During my employment with Defendant, I became concerned about practices that I believed affected me and other nonexempt employees, including the payment of overtime and other wages, meal and rest periods, sick time, wage statements, reimbursement of business expenses, and related practices. Although I was concerned that bringing an Action against my former employer could affect my reputation and future employment opportunities, I agreed to pursue the Action because I believed the challenged practices affected other employees and should be addressed.

4. When I agreed to serve as Class Representative, I understood that I was assuming obligations to represent the interests of the Class, place the Class's interests at least on par with my own, remain informed regarding the Action, assist Class Counsel, participate in discovery and deposition, evaluate any proposed resolution, and continue fulfilling these responsibilities through final approval and settlement administration.

5. I respectfully request that the Court approve a Class Representative Service Payment of \$15,000 in recognition of the time, effort, assistance, and risks described below. I understand that the Court has complete discretion to approve a lower amount and that the Settlement will remain binding regardless of the amount approved.

1 6. I initiated this Action on or about December 8, 2023, by filing a class action
2 complaint in the Superior Court of California for the County of Alameda on behalf of myself and
3 other current and former nonexempt employees. The complaint was later amended to assert a
4 claim under the Private Attorneys General Act on behalf of the State of California and other
5 allegedly aggrieved employees.

6 7. I estimate that I devoted approximately 35 to 40 hours to the Action. This estimate
7 includes time spent in telephone conferences and meetings with Class Counsel, reviewing and
8 responding to emails and text messages, gathering and reviewing documents and records,
9 explaining Defendant's payroll, timekeeping, meal period, rest period, and other employment
10 practices, identifying relevant witnesses, discussing the claims and Defendant's defenses, and
11 responding to counsel's questions throughout the Action.

12 8. My 35 to 40 hour estimate also includes time spent preparing for and sitting for
13 my deposition. I met with Class Counsel to prepare, reviewed relevant facts and documents, and
14 then provided sworn testimony concerning my employment, Defendant's practices, and the
15 claims asserted on behalf of the Class. I understood that my testimony could affect the interests
16 and potential recovery of all Class Members, and I answered the questions asked of me to the best
17 of my ability.

18 9. I remained available while Class Counsel conducted class certification discovery
19 and prepared the class certification motion for filing. I provided information and assistance
20 concerning Defendant's operations and practices so that Class Counsel could investigate the
21 claims, evaluate common issues, respond to Defendant's positions, and prepare to seek
22 certification on behalf of the Class.

23 10. I also assisted with settlement efforts by discussing the strengths and weaknesses
24 of the claims and defenses, helping Class Counsel prepare for mediation, remaining available
25 during the mediation, reviewing settlement proposals, and consulting with Class Counsel before
26 authorizing acceptance of the proposed Settlement. After mediation, I reviewed the Settlement
27 documents and continued communicating with Class Counsel throughout the preliminary and
28 final approval process.

11. The Action remained pending for approximately 2 years and 9 months before the scheduled final approval hearing. Throughout that period, I remained available to Class Counsel, responded to requests for information, stayed informed regarding significant developments, and continued fulfilling my responsibilities without any assurance that I would receive compensation or that the Action would succeed.

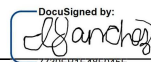
12. My participation contributed to a \$900,000 nonreversionary Settlement for a Class of 457 individuals. After 1 Request for Exclusion, 456 Participating Class Members will receive payments without submitting claims. I understand that the requested \$15,000 Service Payment will not reduce any Class Member's payment beyond the deduction disclosed in the Class Notice and approved as part of the Settlement structure.

13. By serving as the named Plaintiff and Class Representative, I assumed responsibilities and burdens that absent Class Members did not. My name became publicly associated with the Action. I accepted the possibility that being publicly identified as a plaintiff in an employment lawsuit could affect my reputation or future employment opportunities. I undertook those risks without any guarantee of recovery or success.

14. As part of the Settlement, I have agreed to provide Defendant and the Released Parties with a broader general release than the release given by the Settlement Class Members. I understand that I will release claims beyond the claims released by the Settlement Class Members, including claims that I might otherwise have been able to pursue individually.

15. Throughout the Action, I acted in what I believed to be the best interests of the Settlement Class Members and the allegedly aggrieved employees. Considering my unwavering dedication to this case, deposition preparation and testimony, assistance during extensive class certification discovery and motion preparation, participation in mediation and settlement review, continued involvement for approximately 2 years and 9 months, reputational risk, and broader general release, I respectfully request that the Court approve the \$15,000 Class Representative Service Payment.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on 8/7/2026, at San Leandro, California.

3  DocuSigned by:
7730E81E48F045E...

4 Isabelle Sanchez