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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 MEHRDAD
BOKHOUR 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 No. 699766528662

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1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., co-counsel with Joshua Falakassa of Falakassa Law, P.C., as attorney of record for Plaintiff Isabelle Sanchez and the Settlement Class. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

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1 2017 through 2022 and as a “Super Lawyer” in 2023 through 2026. I have also been recognized
2 by TopVerdicts.com for achieving several of the top wage-and-hour class-action settlements and
3 PAGA actions in California.

4 8. I have attended numerous Continuing Legal Education courses on employee
5 advocacy.

6 9. My firm has the experience, resources, and means necessary to allow us to
7 provide adequate representation to all Settlement Class Members in this Action.

8 10. Currently, my firm is acting as co-counsel in at least twenty-five wage and hour
9 class actions.

10 11. Class Counsel are respected members of the California Bar with strong records
11 of vigorous and effective advocacy for their clients, and they are experienced in handling
12 complex class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the
13 claims in this action, but they strongly and unequivocally support the proposed Settlement as
14 being in the best interest of the Settlement Class based on the circumstances referenced herein.

15 12. In the opinion of Class Counsel, the recovery for each Settlement Class Member
16 is well within the acceptable range for this type of action. This Settlement is favorable because
17 the Settlement Class will receive compensation promptly rather than face the uncertainties and
18 delay of further litigation. The Class response strongly supports the result: no Class Member
19 objected, only 1 of 457 Class Members requested exclusion, and 456 Participating Class
20 Members, or 99.78% of the Class, will participate. Based on all considerations, this Settlement
21 is highly favorable and is in the best interests of the Settlement Class.

22 13. In sum, all relevant factors support final approval. This Action was heavily
23 litigated before settlement. Class Counsel completed voluminous written discovery and the
24 Belaire West process, took and defended multiple depositions, including Plaintiff’s deposition
25 and depositions of Defendant’s Persons Most Knowledgeable, retained and worked with a class
26 certification expert, reviewed substantial payroll, timekeeping, and policy evidence, prepared
27 detailed damages models, and prepared Plaintiff’s class certification motion for filing.
28 Defendant agreed to mediation only on the eve of that filing. The Parties then negotiated at arms

length under the supervision of an experienced mediator. This substantial record allowed Class Counsel to evaluate certification, liability, and damages from an informed position and supports the conclusion that the Settlement is fair, adequate, and reasonable.

The Proposed Enhancement Award to Plaintiff as Class Representative is Reasonable

14. Plaintiff and Class Counsel request that the Court finally approve a Class Representative Service Payment of \$15,000 for the time, effort, and risks she undertook in participating in this Action. Because a named plaintiff is essential to a class action, a service payment is appropriate to compensate an individual who steps forward and assumes the burdens and obligations of representing the Settlement Class. Relevant factors include the actions Plaintiff took to protect the Settlement Class, the benefit produced by those actions, and the time and effort Plaintiff devoted to the Action.

15. In the instant case, Plaintiff assisted Class Counsel on many occasions with investigating and prosecuting this action. Plaintiff sat for a deposition, provided many documents and relevant information to Class Counsel, spent numerous hours educating Class Counsel on the inner workings of Defendant's operations and timekeeping practices, and made herself available for mediation. The amount sought for the Class Representative aligns with service payments in similar wage-and-hour class actions. In Class Counsel's experience, service payments in wage and hour actions typically range from \$5,000 to \$40,000. Further, Defendant supports the requested Class Representative Service Payment of \$15,000 to Plaintiff.

16. As such, the service payment is intended to compensate Plaintiff for her critical role in this heavily litigated case, including her deposition testimony, document production, detailed assistance concerning Defendant's practices, consultation during class certification discovery and motion preparation, and participation in mediation, as well as the time, effort, and risks she undertook to help secure the result obtained on behalf of the Settlement Class. The Class Representative Service Payment requested is well deserved and warranted.

The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate

17. Class Counsel's application for an award of Attorneys' Fees in an amount of approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable

and fair. The requested fee falls at the lower end of the Ninth Circuit's historical benchmark for attorneys' fees, 20% to 40% of a common fund. It is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

18. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous costs inherent in class-action litigation and a long battle with the corporate Defendant. That prospect has become a reality in trial courts and the Court of Appeal in other wage-and-hour class actions. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of \$300,000 and costs incurred in the amount of \$64,626.29.

19. Class Counsel will have collectively worked approximately 451.5 hours on this case. My hourly rate is \$750. I worked approximately 188 hours, including estimated future work. My former associate, Zachary Cavanagh, worked approximately 85 hours at \$600 per hour, and my co-counsel, Joshua Falakassa, worked approximately 178.5 hours at \$725 per hour. This results in a total lodestar of \$321,412.50, as summarized in the following table and Class Counsel's declarations. These hourly rates are comparable to those charged by attorneys with equal or similar experience.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	\$750	188 ¹	\$141,000
Joshua Falakassa	12 years	\$725	178.5	\$129,412.50
Zachary Cavanagh	5 years	\$600	85	\$51,000
Total Lodestar				\$321,412.50

¹ Includes an estimated 10 hours of additional work associated with finalizing and filing the motion, preparing for and attending the final approval hearing, addressing the Court's questions or concerns, submitting any revised documents, and responding to Class Members who are awaiting their settlement checks. It also includes 20 hours of anticipated work following final approval, including coordinating with Defendant's counsel and the Settlement Administrator, reviewing settlement calculations, monitoring Defendant's timely funding of the Settlement, confirming the timely mailing of checks, responding to Class Member inquiries concerning missing or lost checks, coordinating the reissuance of checks, addressing uncashed checks, assisting with the Settlement Administrator's declarations, potentially filing an amended judgment, and appearing at the final disbursement hearing or submitting related papers.

1 20. The ultimate result was far from certain. When this case was taken on a
2 contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the
3 course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees,
4 and mediation costs. There was never a guarantee that we would recoup those expenditures.

5 21. The Court stated in its February 24, 2026 preliminary approval ruling that its
6 benchmark is 30% of the common fund. Class Counsel requests \$300,000, or 33.33% of the Gross
7 Settlement Amount. The requested fee is justified because it is only 3.33 percentage points above
8 the Court's benchmark, yet it remains approximately \$21,412.50 below the \$321,412.50 lodestar
9 and therefore reflects a negative multiplier of approximately 0.93. It is also supported by the
10 extensive litigation completed before settlement, including voluminous written discovery, the
11 completed Belaire West process, multiple depositions, expert work, damages modeling, and
12 preparation of a class certification motion that was ready to be filed.

13 22. The fee is warranted because of the results achieved and the substantial work
14 required to obtain them. The Action did not settle at an early stage. Class Counsel litigated through
15 extensive class certification discovery, completed the Belaire West process, took and defended
16 key depositions, retained a class certification expert, prepared detailed exposure analyses, and
17 brought the class certification motion to the point of filing. The \$300,000 request is below the
18 actual lodestar, Defendant does not oppose it, no Class Member objected, and 99.78% of the Class
19 will participate.

20 23. The following are the itemized litigation costs (actually incurred) for the above-
21 referenced matter:

(1)	LWDA Filing Fee	\$75
(2)	Mediation	\$6,000
(3)	Belaire	\$295
(4)	Filing Fees	\$2,406
(5)	Service of Process	\$87
(6)	Expert fees	\$48,941.50
(7)	Deposition(s)	\$6,821.79
	Total	\$64,626.29

22 24. The LWDA's confirmation of receipt of this settlement and motion for final
23 approval is attached hereto as **Exhibit "A."**
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1 25. A true and correct copy of the Settlement Agreement is attached as **Exhibit “B.”**

2 26. Plaintiff and the Class Members are all individuals who are or were employed by
3 Defendant as non-exempt hourly employees in California between December 8, 2019, and
4 February 24, 2026. The primary claims, which Defendant disputes, involve allegations that the
5 Class Members were not paid all wages owed due to Defendant’s timekeeping practices.
6 Additionally, Plaintiff alleges claims for failure to pay all wages, non-compliant meal and rest
7 periods, wage statement violations, waiting time penalties, and associated PAGA penalties.

8 27. The proposed Settlement was the product of arm’s length negotiations, including
9 a full day mediation conducted before experienced class action mediator Jeffrey Fuchsman, Esq.

10 28. Plaintiff and Class Counsel have diligently investigated the claims raised in this
11 litigation and, after taking into account the disputed factual and legal issues involved in this
12 action, the risks attending further prosecution, and the benefits to be received pursuant to the
13 compromise and settlement of the Action as set forth in the Settlement, concluded that the
14 Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

15 29. As the Settlement Agreement reveals, there is no preferential treatment for any
16 segment of the Settlement Class, as the Settlement is designed to fairly and adequately
17 compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b),
18 the parties have disclosed the agreed-upon and proposed Attorneys’ Fees, which are well within
19 the range of reasonableness for matters of this nature.

20 30. As set forth at preliminary approval, Class Counsel’s investigation included
21 analysis of substantial correspondence, documents, payroll and timekeeping data, policies and
22 procedures, class size evidence, and evidence bearing on commonality. Class Counsel also
23 completed voluminous written discovery, the Belaire West notice and opt-out process, Plaintiff’s
24 deposition, and depositions of Defendant’s Persons Most Knowledgeable. Plaintiff retained a
25 class certification expert, and Class Counsel prepared the class certification motion for filing
26 before Defendant agreed to mediate. Counsel also investigated similarly situated employees’
27 potential claims, researched Defendant’s defenses, analyzed the number and composition of Class
28 Members, and prepared comprehensive damages calculations.

1 31. In light of the uncertainties of protracted litigation, this negotiated Settlement
2 reflects the best practicable recovery for the Settlement Class. While the total Settlement amount
3 is, of course, a compromise figure, the potential risks and opportunities for both parties were
4 weighed, resulting in a fair and equitable Settlement. Based upon detailed data obtained through
5 discovery and information exchanges and factoring in claim certification and liability
6 probabilities, Class Counsel formulated detailed damages models to evaluate the claims in
7 preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant
8 denies that any damages should be assessed and denies all of the value assessed by Plaintiff.

9 32. Moreover, as further detailed in Plaintiff's Motion for Preliminary Approval of
10 Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on
11 several grounds.

12 33. The Settlement should be approved, and judgment entered based on the
13 determination that the Settlement is fair, reasonable, adequate, and in the best interests of the
14 Settlement Class.

15 34. In compliance with California Rules of Professional Conduct section 1.5.1,
16 Plaintiff signed a fee split agreement that provides fees will be allocated between Class Counsel
17 as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to
18 Falakassa Law, P.C.

19 I declare under penalty of perjury under the laws of California that the foregoing is true
20 and correct, this 7th day of August 2026, at Los Angeles, California.

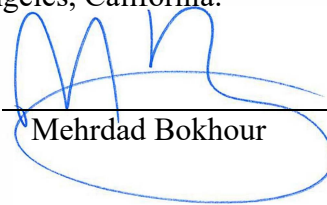
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EXHIBIT “A”

EXHIBIT “B”

SECOND AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Second Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Isabelle Sanchez (“Plaintiff”) and Defendant Washington Township Medical Foundation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Sanchez v. Washington Township Medical Foundation*, initiated on December 8, 2023, and pending in the Superior Court of the State of California, County of Alameda, Case No. 23CV057120.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions, 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 “Class” or “Settlement Class” means all individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period.
- 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means the 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.
- 1.8 “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 a PAGA Member).
- 1.9 “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.
- 1.10 “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.

- 1.11 “Class Period” means the period from December 8, 2019, through the date on which the Court grants preliminary approval.
- 1.12 “Class Representatives” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.13 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.14 “Court” means the Superior Court of California, County of Alameda.
- 1.15 “Defense Counsel” means Travis M. Gemoets of Jeffer Mangels Buttlar Mitchell LLP.
- 1.16 “Effective Date” means the date by which both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final.
- 1.17 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.18 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.19 “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.20 “Gross Settlement Amount” means \$900,000, which is the total amount Defendant agrees to pay under the Settlement. The Settlement is non-reversionary. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. Defendant shall be separately responsible for the cost of its share of employer-side payroll taxes.
- 1.21 “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.
- 1.22 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.23 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.24 “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.25 “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, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.26 “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.
- 1.27 “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).
- 1.28 “PAGA Member” means any non-exempt hourly employee who works or worked for Defendant in California at any time during the PAGA Period.
- 1.29 “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.
- 1.30 “PAGA Period” means the period from December 8, 2022, through the date on which the Court grants preliminary approval.
- 1.31 “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$5,000) and 75% to the LWDA (\$15,000) in settlement of the PAGA claims.
- 1.33 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34 “Plaintiff” means Isabelle Sanchez, the named Plaintiff in the Action.
- 1.35 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.36 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.37 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.38 “Released Parties” means Defendant and all its subsidiaries, affiliates, shareholders, members, agents, officers, predecessors, successors, and assigns.

- 1.39 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.40 “Response Deadline” means 60 days after the Administrator mails the Notice to Class Members and PAGA Members, and shall be 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 his or her Objection to the Settlement.
- 1.41 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.42 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.
- 1.43 “Defendant” means the named Defendant Washington Township Medical Foundation, and each of their parent company/companies, affiliates, subsidiaries, divisions, holding companies, predecessors, successors, assigns, managing agents and joint ventures.

2. **RECITALS.**

- 2.1 On December 8, 2023, Plaintiff filed suit in Alameda County Superior Court, asserting claims based on Defendant’s alleged: (1) failure to pay all minimum wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to pay all sick wages; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; (7) failure to reimburse necessary business expenses; and (8) violation of California’s Unfair Competition Law. On February 20, 2024, Plaintiff filed a First Amended Complaint removing the waiting time penalty cause of action. On January 13, 2025, Plaintiff filed a second amended complaint that added a cause of action seeking civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”) and failure to pay overtime wages based on an invalid alternative workweek schedule. The Second Amended Complaint is the operative complaint in the action (the “Operative Complaint”).
- 2.2 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.
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4 On June 20, 2025, the Parties participated in an all-day mediation session before Jeffrey Fuchsman, Esq., which culminated in the Parties reaching the settlement memorialized in this Agreement.
- 2.5 Prior to mediation, Plaintiff obtained, through formal and informal discovery, a sampling of time and corresponding pay records belonging to a randomized

sampling of Class Members, relevant Defendant's policies, Plaintiff's time and payroll records and wage statements, and the total number of Class Members and workweeks worked during the Class Period.

2.6 The Court has not granted class certification.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay \$900,000 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 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members 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 Order:

3.2.1 To Plaintiff: Class Representative Service Payments to the Class Representative of not more than \$15,000 to the sole Named Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment by no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment for less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative Service Payment to taxing authorities on an IRS Form 1099. Named Plaintiff assumes full responsibility and liability for all taxes owed on her Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$300,000 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$75,000. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The

Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment to taxing authorities on one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

- 3.2.3 To the Administrator: An Administrator's Expenses Payment not to exceed \$10,000, 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 of less than \$10,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment is 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. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported by the Administrator to taxing authorities on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator to taxing authorities on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.
- 3.2.5 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 according to their respective Workweeks.
- 3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of \$20,000 will be paid from the Gross Settlement Amount, with 75% (*i.e.*, \$15,000) allocated to the LWDA PAGA Payment and 25% (*i.e.*, \$5,000) allocated to the Individual PAGA Payments. The Parties agree that should the Court not approve this allocation and increase it, the Gross Settlement Amount will not be increased accordingly.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 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 to taxing authorities on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and PAGA Member Pay Periods. Based on Defendant's review of its payroll data, Defendant represents that the Settlement Class consists of approximately 424 class members who worked approximately 54,941 workweeks during the Class Period. Defendant further represents that the PAGA Members consist of approximately 265 employees who worked approximately 13,538 pay periods during the PAGA Period. The Parties acknowledge that these estimates will differ from the final calculations due to the increase in workweeks, pay periods and class members between the date the payroll data was compiled and the date of Preliminary Approval.
- 4.2 Class Data. No later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in 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 Administrator's duties 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.
- 4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Defendant with wire transfer information within three (3) days after the Effective Date. Defendant shall fund the Gross Settlement Amount within thirty (30) days of the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within ten (10) 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 Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1 The Administrator will withhold applicable payroll taxes and 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 120 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 checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned as undeliverable). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom the Class Notice was returned as undeliverable). 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.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undeliverable without a United States Postal Service ("USPS") forwarding address. Within seven (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, or failing both, re-mailing to the original address. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undeliverable. 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.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall tally up the sum value of the expired checks within thirty (30) days after the void date and transmit any remaining funds represented by such checks to cy pres recipient Legal Aid at Work. The Settlement Administrator must not distribute funds to the cy pres beneficiary until after the Court approves the Administrator's post-Final Judgment report, and (as may be necessary) entry of an Amended Judgment directing the Administrator to pay funds to the cy pres beneficiary..

4.4.4 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.

4.4.5 The Administrator agrees to execute a separate signature page provided by Class Counsel and Defense Counsel agreeing to be bound by all applicable provisions of 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, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiff. In consideration of each Plaintiff's awarded Class Representative Service Payment, each Plaintiff's Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded, Plaintiff, on behalf of herself and their respective former and present spouses, representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, releases any and all known and unknown claims against Defendant and the Released Parties that arose on or before the date he signs this Agreement. Expressly excluded from Plaintiff's release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law. The claims, causes of action, transactions and occurrences Plaintiff are releasing, waiving and discharging include, without limitation, any and all claims and causes of action alleging the Released Parties: violated any type of written or unwritten contract, labor contract, agreement, understanding, policy, benefit, retirement, welfare or pension plan, equity, phantom stock, long-term incentive or similar deferred compensation plan, promise, covenant of any kind, including, but not limited to, any covenant of good faith and fair dealing or any employment contract between Plaintiff and the Released Parties and/or any Released Party's bylaw, handbook or policy; discriminated against or harassed Plaintiff on the basis of any characteristic or trait protected under any law, including, but not limited to, race, color, national origin, ancestry, ethnicity, sex, disability, religion, marital status, parental status, military status, pregnancy, genetic information, citizenship, age (including, but not limited to, claims under the Age Discrimination in Employment Act of 1967 (as amended)), source of income, union activities, sexual orientation, gender identity, transgender status, arrest or conviction record, entitlement to benefits, or retaliated against Plaintiff for engaging in any whistleblowing or other protected activity, in violation of local, state or federal laws, constitutions, regulations, ordinances or executive orders, including without limitation, the California Fair Employment and Housing Act, the California Business and Professions Code and the California Constitution; retaliated against Plaintiff for engaging in any protected activity in violation of local, state or federal laws, constitutions, regulations, ordinances, or executive orders; violated public policy or common law, including, but not limited to, claims for: personal injury; invasion of privacy; retaliatory or wrongful discharge;

negligent hiring, entrustment, training, retention or supervision; wanton and willful conduct; defamation, libel, slander or false light; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract or business expectancy; negligence; premises liability; detrimental reliance; promissory estoppel; and/or loss of consortium to Plaintiff or any member of Plaintiff family; violated the Family Medical Leave Act, or any similar federal, state or local law governing paid or unpaid leave, including, without limitation, the California Family Rights Act; violated the federal Fair Labor Standards Act, or any similar federal, state or local law governing the payment of wages, overtime, misclassification, working conditions or meal and rest breaks, including, without limitation, the California Labor Code and the Industrial Welfare Commission's Wage Orders; violated any other federal, state, local or administrative statute, regulation, ordinance, rule, policy, case law, or any common law theory of any kind; and/or are in any way obligated for any reason to pay Plaintiff any damages, expenses, penalties, interest, litigation costs, attorney's fees, wages, bonuses, commissions, incentive pay, deferred compensation, severance pay, separation pay, termination pay, any type of payments or benefits based on Plaintiff separation from employment, disability or any other employee benefits, and/or sick pay.

5.1.1 General Release. The Parties understand and agree that Plaintiff's release of claims in Paragraph 5.1 and each of its subparagraphs includes all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected. It is therefore the intention of the Parties not to limit this release to claims arising out of or in the scope of each Plaintiff's employment with Defendant and, instead, to make this release as broad and as general as the law permits.

5.1.2 Plaintiff's Waiver of Rights under Civil Code Section 1542. With respect to each Plaintiff's Released Claims only, the Parties stipulate and agree that each Plaintiff shall have, by operation of the Final Judgment entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

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.

Each Plaintiff shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that he or she does not know or suspect to exist in his or her favor at the time of the approval of this Settlement Agreement.

- 5.2 Release by Participating Class Members. In consideration for their awarded Individual Class Payment, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, release all claims against Defendant and the Released Parties that were or reasonably could have been alleged arising out of or related to the same operative facts set forth in the Operative Complaint that arose during the Class Period, including but not limited to claims for: (1) Failure to Pay Minimum Wages in violation of Labor Code sections 1197, 1182.12, 1194, 1194.2(a) and the applicable IWC Wage Orders; (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (5) failure to pay sick wages at the proper legal rate under Labor Code section 246, 558, 1194.2, 1197.1, 1198, and 1199 and the applicable IWC Wage Order(s); (6) failure to provide complete and accurate itemized wage statements in violation of Labor Code sections 226 and 226.3; (7) waiting time penalties for failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204; (8) failure to reimburse for necessary business expenses in violation of Labor Code 2802; (9) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (10) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.
- 5.3 Release by Plaintiff and LWDA. As of the Effective Date, Plaintiff, acting as authorized proxy and agent of the LWDA and State of California, releases and settles the LWDA's claims for civil penalties under PAGA based on the facts and violations described in the PAGA Notice and arising during the PAGA Period, against the Released Parties.
- 5.4 Certain Labor Code Sections Do Not Apply to Releases. The Parties agree that California Labor Code Sections 206.5 and 2804 do not invalidate any provision of this Agreement because, among other things, the causes of action and released claims are disputed and contested, and the Settlement was bargained for at arm's length and approved by the Court.
6. **MOTION FOR PRELIMINARY APPROVAL.** Within a reasonable time, Plaintiff will move for an order giving preliminary approval of the Settlement ("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 no later than 5 days before filing, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the 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 the Administrator attaching its “not to exceed” bid for administering the Settlement (including, without limitation, all costs relating to Class Notice and claims administration) 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 each Plaintiff confirming willingness and competency to serve, averring he is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, its lack of knowledge of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and 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. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)), and a copy of the Final Judgment (Labor Code section 2699, subd. (s)(3))).

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously preparing, 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. Class Counsel is also 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, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns. If Class Counsel and Defense Counsel cannot reach agreement, they shall jointly raise the matter with the Court.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions (“Phoenix”) to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this

Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent 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 Tax Reporting. The Administrator will calculate all payroll taxes owed on the Wage Portions of the Individual Class Payments, withhold the amounts owed by the Class Members, notify Defendant of its share of the payroll taxes, collect and remit to the appropriate taxing authorities Defendant's share of the payroll taxes, report all payments made under this Agreement to the appropriate taxing authorities, and issue related tax documents to the Class Members and PAGA Members. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to 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 under U.S. 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 (with a copy to Defense Counsel) that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 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 first page of 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 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, 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 the Class Notice to the most current address obtained. If the USPS does not provide a forwarding address and the Administrator's Class Member Address Search does not result in any updated address, the Administrator shall re-mail the

Class Notice to the original address. 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 If the Administrator, Defendant 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, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 60 days after the Administrator mails the Class Notice. A Request for Exclusion is a letter from a Class Member or//their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's first and last 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 may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall 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. If, pursuant to these procedures, the Administrator accepts a Request for Exclusion that lacks all the information specified in the Class Notice, then the Administrator shall notify both Class Counsel and Defense Counsel who may object to the Class Member's exclusion. The Administrator shall provide Class and Defense Counsel with information sufficient to determine the Class Member's identity. If the Parties cannot reach a resolution on whether the Class Member should be included/excluded, the Parties may raise the issue with the Court at an appropriate time and request that the Court resolve the disagreement.
- 7.5.3 Every 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 Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every 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 PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 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).

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice to challenge the number of 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 and/or PAGA Pay Periods (if any) contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties may appeal the Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods at the Final Approval Hearing. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of 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, including 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 Payments.

- 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 oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than 60 days after the Administrator's mailing of the Class Notice.
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of 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 this Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval order and the Final 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 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 undeliverable by USPS, 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 Reports"). 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.
- 7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the 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 appealable to the Court at the Final Approval Hearing.
- 7.8.4 Administrator's Declaration. No later than 14 days before the date by which Plaintiff are 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 with the 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 Notices, the Class Notices returned as undeliverable, 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 attaching the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) with the Court.

7.8.5 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 with the Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration with the Court.

7.8.6 Notice of Final Judgment. The Administrator will provide notice to Class Members of the Final Judgment.

8. **ESCALATOR CLAUSE.** The Parties agree that the estimated 54,941 workweeks worked by Class Members during the Class Period as of June 20, 2025, form a material basis for the settlement. If the total number of workweeks worked by Class Members during the Class Period exceeds 60,435 (i.e., more than 10% above the estimated total), then, at Defendant's sole discretion, either (a) the Gross Settlement Amount shall increase by 1% for each 1% by which the total workweeks exceed 60,435, or (b) the Class Period and PAGA Period shall be truncated such that they end on the date the cumulative number of workweeks reaches 60,435. Defendant shall notify Class Counsel in writing of its election under this provision no later than twenty (20) calendar days prior to the Preliminary Approval Hearing.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If five percent (5%) or more of the Class Members validly elect not to participate in the Settlement, Defendant will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within 7 days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. If Defendant exercises the right to rescind, it will be responsible for all costs of administration of the Settlement incurred through that time.
10. **MOTION FOR FINAL APPROVAL.** No later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file with the Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor

Code section 2699, subd. (s), 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 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense 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.

- 10.1 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 with the Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 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 Plaintiff, the Class Members, and/or the PAGA Members), the Parties will expeditiously work together in good faith to attempt 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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, this 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.
- 10.4 Waiver of Right to Appeal. The Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Final Approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payments or the Class Counsel Fees or Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Defendant’s payment obligation under the Settlement will be suspended pending an appeal of the Judgment.
- 10.5 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 Plaintiff, the Class Members, and/or the PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court’s concerns, 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 Payments 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.

11. **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 a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

- 12.1 **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. Further, Defendant specifically denies any liability, unlawful conduct or wrongdoing for any of the causes of action in the Operative Complaint, and further denies any violation of any order (including any wage order), law, statute, regulation, rule, duty or contract (including any collective bargaining agreement) on the part of Defendant or any Released Party. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not 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 reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the 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, this Agreement, and/or to raise a defense based on *res judicata* or collateral estoppel).
- 12.2 **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 Counsel's ethical obligations owed to Class Members.
- 12.3 **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 or written representations, warranties, covenants, or inducements made to or by any Party, with the exception of the Parties' Memorandum of Understanding Re: Class Action/PAGA Settlement ("Memorandum"). In the event of any conflict between this Agreement and the Parties' Memorandum, the terms of this Agreement shall control.

- 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties 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.
- 12.5 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 (if agreed by the Parties), 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.
- 12.6 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 Agreement.
- 12.7 No Tax Advice. None of Plaintiff, Class Counsel, Defendant nor Defense Counsel are 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.
- 12.8 Nondisparagement. Plaintiff agree not to make any statements or take any actions, from the date Plaintiff execute this Agreement, which disparages the Released Parties. Nothing in this Agreement, however, prevents Plaintiff from providing truthful information or communicating with any government agency or from engaging in any other activities protected by law. In accordance with Section 1670.11 of the California Civil Code, nothing in this Agreement prevents Plaintiff from testifying in any administrative, legislative or judicial proceeding concerning alleged criminal misconduct or sexual harassment. Nothing in this Agreement prevents or restricts the Parties from disclosing factual information related to a claim or complaint involving the acts listed in Section 1001(a) of the California Code of Civil Procedure. For purposes of this Agreement, “disparage” means making comments or statements to any person or entity that would adversely affect a Released Party’s reputation.
- 12.9 Negotiated Settlement Agreement. Plaintiff acknowledge and agree this Agreement constitutes a “negotiated settlement agreement” under California Government Code section 12964.5(d).

- 12.10 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, and approved by the Court.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 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.
- 12.14 Confidentiality. Plaintiff and their attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and their attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and 1154, 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, regulation, statute, or rule of court. No later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff shall permanently 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 destruction of, Class Data.
- 12.16 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.
- 12.17 Calendar Days. Unless otherwise noted, all references 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 court-recognized legal holiday, such date or deadline shall be on the first business day thereafter.

- 12.18 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, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

To Defendant:

Travis M. Gemoets, Esq.
tgemoets@jmbm.com
JEFFER MANGELS BUTLER & MITCHELL LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067

- 12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., 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.
- 12.20 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 upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: January __, 2026

Plaintiff Isabelle Sanchez

Dated: January 7, 2026

Washington Township Medical Foundation

By: Christine _____

Approved As to Form Only:

Dated: January __, 2026

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: January __, 2026

FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiff

Dated: January 20, 2026

JEFFER MANGELS BUTLER MITCHELL LLP

Travis M. Gemoets
Travis M. Gemoets
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

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

Sanchez v. Washington Township Medical Foundation

Case No. 23CV057120

*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”) against Washington Township Medical Foundation, and each of its affiliated companies (“Defendant”) for alleged wage and hour violations. The Action was filed by two former Defendant employees, Isabelle Sanchez (collectively, “Plaintiff;” together with Defendant, the “Parties”) and seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Defendant in California during the Class Period (December 8, 2019 through the date on which the Court grants preliminary approval) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who work or worked for Defendant in California during the PAGA Period (December 8, 2022, through the date on which the Court grants preliminary approval”).

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

Based on Defendant’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 Defendant’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 Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/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 do 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 attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members

and PAGA Members to give up their rights to assert certain claims against Defendant. You may attend the Final Approval Hearing on <<TBD>, 2025 at <<TBD>> a.m. in Courtroom <<TBD> in the <<TBD> Courthouse, located at <<TBD> and be heard by the Court.

If you worked for Defendant 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, if applicable. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (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. Alternatively, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. 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 Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA Member, you remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendant 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 Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members 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 Individual 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 Workweeks and number of PAGA Pay Periods you worked according to Defendant’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 are former Defendant employees. The Action accuses Defendant of violating California labor laws, asserting claims based on Defendant’s alleged: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay all sick wages; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; (8) failure to reimburse necessary business expenses; and (9) violation of California’s Unfair Competition Law. 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”). Plaintiff are represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends 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 Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an

effort to resolve the Action by negotiating an agreement to 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 Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

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. Defendant Will Pay \$900,000 as the Gross Settlement Amount (“Gross Settlement”).

Defendant 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, the Individual PAGA Payments, the Class Representative Service Payments, 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, Defendant will fund the Gross Settlement not more than 60 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.

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 \$300,000 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$75,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$15,000 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiff will receive other than each Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$10,000 will be paid to the Administrator for services administering the Settlement.
- D. Up to \$20,000 for PAGA Penalties; 75% (*i.e.*, \$15,000) allocated to the LWDA PAGA Payment and 25% (*i.e.*, \$5,000) in Individual PAGA Payments to the PAGA Members based on their PAGA 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 Defendant 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 withholdings and will be reported on IRS W-2 Forms issued to Participating Class Members. Defendant 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 Defendant 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, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be donated to Legal Aid at Work.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than _____, that you wish to opt-out (“Response Deadline”). 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/their representative setting forth a Class Member’s first and last name, home address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. The Request for Exclusion must be postmarked by the Response Deadline to be considered timely. 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 Defendant.

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

7. 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. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members and PAGA Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix. (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.
9. Participating Class Members' Release. After the Judgment is final and Defendant 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 Defendant 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:

In consideration for their awarded Individual Class Payment, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, release all claims against Defendant and the Released Parties that were or reasonably could have been alleged arising out of or related to the same operative facts set forth in the Operative Complaint that arose during the Class Period, including but not limited to claims for: (1) Failure to Pay Minimum Wages in violation of Labor Code sections 1197, 1182.12, 1194, 1194.2(a) and the applicable IWC Wage Orders; (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (5) failure to pay sick wages at the proper legal rate under Labor Code section 246, 558, 1194.2, 1197.1, 1198, and 1199 and the applicable IWC Wage Order(s); (6) failure to provide complete and accurate itemized wage statements in violation of

Labor Code sections 226 and 226.3; (7) waiting time penalties for failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204; (8) failure to reimburse for necessary business expenses in violation of Labor Code 2802; (9) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (10) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

Release by Plaintiffs and LWDA. . As of the Effective Date, Plaintiff, acting as authorized proxy and agent of the LWDA and State of California, releases and settles the LWDA's claims for civil penalties under PAGA based on the facts and violations described in the PAGA Notice and arising during the PAGA Period, against the Released Parties. **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 during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.
3. **Workweek/Pay Period Challenges.** The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 Defendant's Counsel. You can challenge the Administrator's decision at the Final Approval Hearing.

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 PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member 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 first and last name, home address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Sanchez v. Washington Township Medical Foundation*, Case No. 23CV057120, and include your identifying information (full name, home 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. **You must send your request to the Administrator 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 Defendant are asking the Court to approve. At least 16 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 Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount each Plaintiff is requesting as a Class Representative Service Payment. 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

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments 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 Sanchez v. Washington Township Medical Foundation*, Case No. 23CV057120, and include your name, current address, telephone number, and approximate dates of employment for Defendant 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 _____ at (time) _____ in Department 6 of the Alameda County Superior Court, located at 225 Fallon Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) personally.

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 Defendant 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 _____ (specify entity) _____'s website at _____ (url) _____. 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/home/> and entering the Case Number for the Action, Case No. 23CV057120.

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

Class Counsel:

Joshua S. Falakassa
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FALAKASSA LAW, P.C.

Mehrdad Bokhour
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BOKHOUR LAW GROUP, P.C.

1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Settlement
Administrator:

Phoenix

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 contact 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.