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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ALAMEDA**

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

Plaintiff,

v.

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

Defendant.

CASE NO.: 23CV057120

*Assigned to the Hon. Somnath Raj Chatterjee*

**CLASS ACTION**

**DECLARATION OF MEHRDAD  
BOKHOUR IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: December 16, 2025

Time: 2:30 p.m.

Dept.: 21

Reservation No. A-57120-001

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I, Mehrdad Bokhour, say and declare as follows:

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., and I serve as attorney of record for Plaintiff Isabelle Sanchez (“Plaintiff”) and the Putative Class.

2. 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. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts and the United States District Court for the Central District, Eastern District, Southern District, and Northern District and have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts in California.

4. I graduated from the University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law School, Los Angeles, in 2012. I began my legal career focusing on plaintiff-side employment litigation, emphasizing disability discrimination and harassment matters under the Fair Employment and Housing Act.

5. After practicing for several years in an amorphous range of civil litigation on behalf of plaintiffs and Defendant, I opened my law firm in 2014 with an exclusive concentration on the representation of employees against employers to recover unpaid wages and vindicate harassment, discrimination, and retaliation claims in various contexts. Most of my cases have been litigated as class actions, representative PAGA actions, or both.

6. I am also an active member of the California Employment Lawyers Association (“CELA”) and have attended various Continuing Legal Education courses about advocacy on behalf of employees. My firm has the experience, resources, and means to provide adequate representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is acting as lead counsel in at least 25 wage-and-hour class actions and as co-counsel in at least 20 others.

1           7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation from 2017  
2 through 2022 and as a “Super Lawyer” from 2023-2025, a distinction reserved for the top 2.5 % of  
3 attorneys in the practice area. I have also been recognized by TopVerdicts.com for securing several  
4 of the top wage-and-hour class action and PAGA settlements in California.

5           8. Through a contested but productive mediation, Plaintiff and Washington Township  
6 Medical Foundation (“Defendant”) (collectively, the “Parties”) entered into a Class Action and  
7 PAGA Settlement Agreement resolving the wage and hour claims of the Settlement Class  
8 (“Settlement Agreement” and/or “Settlement”), which is attached hereto as **Exhibit A**.

9           9. The Settlement Agreement seeks to fully release and discharge Defendant from the  
10 claims brought against it in this matter in exchange for Defendant’s agreement to pay \$900,000 on a  
11 non-reversionary, non-claim made basis (each Settlement Class Member will receive his/her share of  
12 the Net Settlement Amount without having to submit a claim form or taking action, except for those  
13 who opt-out). Specifically, Plaintiff seeks to represent a Class of similarly situated individuals who  
14 are or were employed by Defendant as non-exempt hourly employees in California during December  
15 8, 2019, through the date on which the Court grants preliminary approval. (“Class Period”).

16           10. Likewise, the PAGA Members include individuals who are or were employed by  
17 Defendant as non-exempt hourly employees in California during December 8, 2022, through the date  
18 on which the Court grants preliminary approval. (“PAGA Period”).

19           11. Under the terms of the Settlement Agreement, Defendant will not oppose Class  
20 Counsel’s application for a reasonable award of attorney’s fees not to exceed one-third of the  
21 Settlement Amount, Class Counsel’s litigation costs not to exceed \$75,000, Settlement  
22 Administration Costs not to exceed \$10,000, PAGA penalties of \$20,000 (of which \$15,000 or 75%  
23 will be paid to the LWDA and the remaining \$2,500 or 25% will be paid to the PAGA Members),  
24 and a Service Award not to exceed \$15,000 to the named Plaintiff as follows:

|                                            | Total Amount |
|--------------------------------------------|--------------|
| <i>Gross Settlement Amount</i>             | \$900,000.00 |
| Attorneys’ Fees (not to exceed 1/3 of GSA) | \$300,000.00 |
| Litigation Costs (not to exceed)           | \$75,000.00  |
| Administrator Costs (not to exceed)        | \$10,000.00  |
| PAGA payment to LWDA (75% of \$20k award)  | \$15,000.00  |

|                                                 |                     |
|-------------------------------------------------|---------------------|
| PAGA payment to PAGA Members (25% of 20k award) | \$5,000.00          |
| Plaintiff's Service Award                       | \$15,000.00         |
| <b><i>Net Settlement Amount</i></b>             | <b>\$480,000.00</b> |

12. The Settlement Agreement includes an escalator clause to ensure proportionality between the Gross Settlement Amount and the total number of workweeks. The workweek calculation at mediation was based on 54,941 workweeks. If Defendant's final workweek count exceeds 60,435, which is ten percent above that estimate, Defendant must either increase the Gross Settlement Amount proportionately (one percent increase for every one percent overage), or truncate the Class Period and PAGA Period so that the total workweeks do not exceed 60,435. As of the Parties' mediation, the Class included approximately 442 non-exempt employees who all work and/or worked for Defendant in California during the Class Period. Plaintiff contends that, regardless of their roles, all non-exempt employees worked under the same workplace policies and practices, and therefore, the Individual Settlement Payments will be paid on a pro-rata basis based on the number of workweeks during the Class Period. Assuming a total class size of 442 Settlement Class Members, the average payment to each will be approximately \$1,085, and the highest payment is estimated to be approximately \$2,500. Of course, those with more workweeks stand to recover proportionally more from the Settlement.

13. The Settlement is non-reversionary, and Class Members will not be required to submit claim forms to receive payment, but each Class Member will be mailed the Class Notice containing information about his/her share, the opportunity to dispute the number of workweeks worked by the Class Member, and the opportunity to opt-out or object to the Settlement. All Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval (the Class Notice is attached hereto as **Exhibit B**).

14. Because the Settlement is fair and reasonable and was negotiated at arm's length by experienced counsel and an experienced mediator following a sufficient exchange of information and documents before mediation, it should be preliminarily approved. Plaintiff respectfully requests that the Court enter an order preliminarily approving the Settlement, conditionally certifying the Class under Code of Civil Procedure § 382 for settlement purposes, approving the proposed Class Notice,

1 appointing Plaintiff's counsel as Class Counsel, appointing Phoenix Class Action Administration  
2 Solutions ("Phoenix") as the Settlement Administrator, and scheduling a hearing for the final  
3 approval of the Settlement.

4 15. On December 8, 2023, Plaintiff filed suit in Alameda County Superior Court, asserting  
5 claims based on Defendant's alleged: (1) failure to pay all minimum wages; (2) failure to provide  
6 meal periods; (3) failure to provide rest breaks; (4) failure to pay all sick wages; (5) failure to provide  
7 accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment;  
8 (7) failure to reimburse necessary business expenses; and (8) violation of California's Unfair  
9 Competition Law.

10 16. On February 20, 2024, Plaintiff filed a First Amended Complaint removing the  
11 waiting time penalty cause of action. On January 13, 2025, Plaintiff filed a second amended complaint  
12 that added a cause of action seeking civil penalties under the California Private Attorneys General  
13 Act of 2004 ("PAGA") and failure to pay overtime wages based on an invalid alternative workweek  
14 schedule. The Second Amended Complaint is the operative complaint in the action (the "Operative  
15 Complaint").

16 17. Defendant denied the allegations throughout the litigation and maintained that it would  
17 vigorously defend against the claims. The Parties engaged in extensive class certification discovery,  
18 including voluminous written discovery, the Belaire West opt-out process, and multiple depositions  
19 of key witnesses, including the Plaintiff and Defendant's Persons Most Knowledgeable. Plaintiff also  
20 retained an expert for class certification and was prepared to file her motion for class certification.  
21 However, on the eve of filing the motion, Defendant agreed to participate in mediation. Additionally,  
22 information relating to the applicable policies and procedures, a robust (25%) sampling of payroll  
23 and timekeeping records, the size of the Class, compensation policies and practices, and other data  
24 relevant to the potential settlement value of the case were exchanged.

25 18. The time and pay data sampling enabled Plaintiff's counsel and their expert to fully  
26 evaluate the potential claims and extrapolate the data to the entire Class. During this process, Plaintiff  
27 and her counsel analyzed, researched, and investigated the potential claims of all similarly situated  
28 employees. Additionally, my office conducted a thorough review of Defendant's produced

1 documents, which totaled several thousand pages, including time records, payroll records, policies,  
2 handbooks, emails, audit materials, and data exports. We also took and defended multiple depositions,  
3 including the deposition of Plaintiff and the depositions of Defendant's persons most knowledgeable  
4 regarding timekeeping, payroll, compensation policies, and meal and rest period practices. Further,  
5 Defendant produced a representative sample of time and payroll records for the Class Period, which  
6 enabled Plaintiff's counsel and our retained expert to conduct a reliable analysis of alleged violations,  
7 calculate damages, and extrapolate the findings to the entire Class with confidence. These efforts  
8 provided a robust factual foundation for evaluating the strengths and risks of the claims and for  
9 engaging in meaningful settlement negotiations

10 19. On June 20, 2025, the Parties participated in an all-day mediation session before  
11 Jeffrey Fuchsman, Esq., which culminated in the Parties reaching the settlement memorialized in this  
12 Agreement.

13 20. Based on detailed data obtained through informal discovery and information  
14 exchanges, Plaintiff's counsel estimates the following key figures through the mediation date: (1)  
15 approximately 442 Class Members who worked approximately 54,941 workweeks.

16 21. Based on my review of the pleadings, discovery, and settlement communications,  
17 Plaintiff alleges that Defendant failed to include non-discretionary bonuses and other forms of  
18 incentive compensation—including COVID-19 Retention Bonuses and Hazard Contributions—when  
19 calculating non-exempt employees' "regular rate of pay" for purposes of overtime and sick pay  
20 wages. Defendant disputes these allegations, asserting that it properly adjusted overtime rates where  
21 required, correctly excluded certain payments consistent with applicable law, and that any potential  
22 underpayments were made in good faith and were de minimis. Notably, under the Labor Code,  
23 employers in the healthcare industry were not required to include retention or hazard pay in the  
24 regular rate of pay during the COVID-19 pandemic.

25 22. While Plaintiff believes that Defendant's sampling of pay records revealed "regular  
26 rate of pay" discrepancies, any underpayments of overtime and sick wages were not significant across  
27 the Class Period.

28 23. In light of this, and considering Defendant's other defenses, Plaintiff ultimately

1 discounted these claims, recognizing that the primary value of the unpaid wages claim lies in the  
2 derivative claims for waiting time penalties under Labor Code § 203 and wage statement violations  
3 under Labor Code § 226, as discussed below.

4       24. Plaintiff further alleged that Defendant's use of an unlawful and invalid Alternative  
5 Workweek Schedule ("AWS") resulted in underpayment of overtime wages in violation of  
6 California law. Plaintiff contends that the AWS was not properly adopted in accordance with the  
7 Labor Code and applicable Wage Orders, and therefore any hours worked in excess of eight per  
8 day should have been paid at the appropriate overtime rate.

9       25. However, during discovery and the mediation process, it was determined that  
10 Defendant's AWS was properly adopted pursuant to applicable Labor Code requirements and that  
11 all overtime was paid in compliance with California law.

12       26. Defendant also argued that individualized inquiries would be required to determine  
13 the hours worked and whether any overtime was unpaid for each employee, thereby undermining  
14 the suitability of the claim for class certification. Based on this argument and other associated risks,  
15 Plaintiff discounted this claim in its entirety.

16       27. In response, Defendant argued that it would defeat the waiting time penalty claim  
17 because any failure to pay wages was not willful, and in good faith, and occurred before the waiting  
18 time penalty liability period. Defendant further argued that it would defeat liability for waiting time  
19 penalties arising from Plaintiff's meal and rest period claims.

20       28. Therefore, Plaintiff applied a 50% risk of defeat at the class certification stage and an  
21 additional 50% risk of defeat at the summary judgment stage or on the merits, resulting in the risk-  
22 adjusted value of \$486,000 for Plaintiff's waiting time penalty claim.

23       29. Defendant's sampling of employee time and payroll record, the pre-mediation  
24 sampling indicated an alleged failure to pay meal premiums for alternate lunches in December 2019  
25 and August 2021, impacting 17,500 or 87,500 shifts. Given the total number of shifts at issue  
26 (approximately 87,500), this established maximum values of \$2,362,500 for the meal period claims  
27 (87,500 total shifts x \$27 per LC § 226.7) and \$1,854,258 for rest period claims (274,705 total shifts  
28 x 25% violation rate x \$27 per LC § 226.7).

1           30.     However, Defendant vehemently opposed Plaintiff's meal and rest period claims  
2 based on the following arguments: (1) Plaintiff's meal and rest period claims fall directly into the  
3 category of "individualized issues," (2) that its written policies and practices were compliant with  
4 California law, and (3) putative class members had ample latitude regarding whether, when, and how  
5 they took their meal and rest breaks. Based thereon, Defendant asserted that a factfinder would have  
6 to determine for each Class Member whether a break was missed and, if so, why it was  
7 noncompliant/nonexistent, because if it was by the employee's choice, no liability attaches to  
8 Defendant.

9           31.     Defendant further argued that, even if certification were granted on these claims, they  
10 would defeat these claims on the merits because Defendant utilized California compliant meal and  
11 rest period policies and practices, and it would present sufficient evidence that the putative class  
12 members were adequately provided with all breaks or paid compensation in lieu thereof. Moreover,  
13 Defendant argued that Plaintiff could not present sufficient evidence establishing the number of meal  
14 and rest period violations to allow a factfinder to determine damages appropriately. Plaintiff  
15 acknowledged these risks and incorporated a further 50% reduction. Based on the above, Plaintiff  
16 calculates the risk-adjusted value of the meal period claims to be \$472,500, and the rest period claims  
17 to be \$370,851.

18           32.     Plaintiff estimates that the maximum potential penalties for the derivative wage  
19 statement claim are \$676,900 (based on approximately 13,538 allegedly violative wage statements  
20 issued during the the relevant statutory period). In calculating Defendant's exposure, Plaintiff gave  
21 Defendant the benefit of assuming Plaintiff could only obtain the "initial" wage statement penalty of  
22 \$50 per violation, for a total of \$514,750 in potential wage statement penalties.

23           33.     In response to Plaintiff's wage statement violation claim, Defendant contended that  
24 any alleged violations were not "knowing and intentional," and that Plaintiff could not establish that  
25 she or anyone else suffered "injury" because of any alleged wage statement violations. Further,  
26 Defendant relied on their defenses to Plaintiff's underlying claims on the merits and the propriety of  
27 class certification.

28           34.     As such, Plaintiff discounted the calculated maximum exposure by 40% for the risk

1 of non-certification and by an additional 75% for the risk of being unsuccessful on the merits to arrive  
2 at an estimated total of \$101,533.

3 35. Plaintiff further alleged that she and the Class Members were not reimbursed for  
4 necessary business expenses incurred while working for Defendant, which included reimbursement  
5 for personal cell phone use for work purposes. Based on Defendant's data, there was a total of  
6 approximately 442 non-exempt employees and 54,941 workweeks during the Class Period. Assuming  
7 \$10.00 weekly pay for cell phone use, Plaintiff calculated that Defendant would be liable for a total  
8 of \$549,410 in unreimbursed business expenses.

9 36. However, Defendant argued that Plaintiff and the Class were not required to use their  
10 cell phones for work purposes. Further, Defendant argued that Plaintiff and the Class were adequately  
11 reimbursed for cell phone use to the extent they even used phones at all. Finally, Defendant argued  
12 that any reimbursement claim required an individualized inquiry and that these claims were therefore  
13 not suitable for class certification.

14 37. Accordingly, Plaintiff discounted this maximum amount by 80% for risk of non-  
15 certification and by an additional 80% for risk of being unsuccessful on the merits to arrive at an  
16 estimated exposure of \$21,976.

17 38. Plaintiff also sought PAGA penalties for each violation for which they are available  
18 and alleged that these penalties can be "stacked."

19 39. However, this maximum figure does not account for significant legal and factual  
20 uncertainties regarding the assessment and potential reduction of PAGA penalties. First, while  
21 Plaintiff asserts that stacking of penalties is permissible, the extent to which a court would allow  
22 multiple penalties per pay period remains unsettled. Courts have discretion to determine whether  
23 stacking is appropriate, particularly when penalties arise from derivative violations. Second, Labor  
24 Code § 2699(h) grants courts broad authority to reduce PAGA penalties if awarding the full amount  
25 would be "unjust, arbitrary and oppressive, or confiscatory." Courts have exercised this discretion in  
26 similar cases, recognizing that full penalties are not always warranted when an employer did not act  
27 in bad faith, deliberately evade clear obligations, or negligently fail to understand its wage-and-hour  
28 responsibilities.

1           40.     Considering these risks, including the possibility of judicial reduction of penalties and  
2 Defendant's anticipated defenses, Plaintiff applied a 75% discount to the maximum PAGA exposure.  
3 This discount accounts for the uncertainty of penalty stacking and the likelihood that the court would  
4 exercise its discretion to reduce penalties based on the specific circumstances of the case.  
5 Accordingly, Plaintiff estimates the reasonable PAGA penalty exposure to be \$338,450 after applying  
6 this discount.

7           41.     In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates  
8 the risk-adjusted class recovery as follows:

|    |                                                            |                           |
|----|------------------------------------------------------------|---------------------------|
| 9  | • Overtime Regular Rate Claim:                             | \$0 ( <i>discounted</i> ) |
| 10 | • Alternative Workweek Schedule:                           | \$0 ( <i>discounted</i> ) |
| 11 | • Labor Code §§ 201 – 203 Claims:                          | \$486,000                 |
| 12 | • Meal Period Claims:                                      | \$472,500                 |
| 13 | • Rest Break Claims:                                       | \$370,851                 |
| 14 | • Labor Code § 226 Claims:                                 | \$101,533                 |
| 15 | • Reimbursement Claims:                                    | \$21,976                  |
| 16 | • PAGA Penalties                                           | \$338,450                 |
| 17 | • <b><u>Total Risk-Adjusted Penalties and Damages:</u></b> | <b>\$1,791,310</b>        |

18           42.     Given the realistic value of Plaintiff's claims, the \$900,000 Settlement Amount is an  
19 excellent result for the Class, considering that the Settlement Amount totals approximately 51% of  
20 Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement  
21 will provide significant monetary relief to the Class

22           43.     The Settlement was the product of extensive arm's length negotiations between  
23 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial  
24 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The  
25 Settlement reached is the product of substantial effort by the Parties and their counsel. Although  
26 Plaintiff and her counsel believe that there was a possibility of certifying the claims, they recognized  
27 the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class  
28 certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that

1 can take several more years to litigate. In addition, if Defendant prevailed on any of their defenses,  
2 the employees may not have received any substantial monetary recovery.

3 44. The Settlement will result in a fair payment to each Settlement Class Member based  
4 on the number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiff and her  
5 counsel have diligently investigated the claims and defenses on behalf of the Settlement Class  
6 Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding  
7 further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with  
8 further litigation described above and weighing them against the benefits of a known compromise  
9 and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed  
10 to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution  
11 of the claims alleged.

12 45. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating  
13 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal  
14 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed  
15 judgment throughout the settlement process, including significant document review (e.g., documents  
16 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time  
17 records, among others) and conducted an extensive analysis and extrapolation of the sampling of  
18 class-wide data provided by Defendant.

19 46. Based on our experience in other cases, including wage and hour matters, I believe  
20 our office, along with Joshua Falakassa, is qualified to evaluate the class claims and viability of  
21 defenses in this class action. In this case, the recovery for each Settlement Class Member is  
22 reasonable, fair, and adequate, and a settlement at this time is in the best interest of the Settlement  
23 Class. The Settlement provides each Settlement Class Member with compensation for the alleged  
24 violations when viewed in relation to the costs and risks inherent in obtaining class certification and  
25 proceeding to trial.

26 47. Plaintiff's counsel, as well as Defendant's counsel, fully endorse the terms and  
27 conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

28 48. Of course, the Settlement Amount represents a compromise figure, taking into account

1 the various risks surrounding class certification and the merits of Defendant's asserted defenses.  
2 Nevertheless, the Settlement provides for fair and adequate payments to the Settlement Class  
3 Members, with no reversion to Defendant.

4 49. Plaintiff seeks a Service Award of \$15,000, which we believe is fair and warranted.  
5 Plaintiff agreed to come forward in an effort to effectuate a policy and practice change that benefitted  
6 all other Settlement Class Members, and to recover unpaid wages and penalties. Ms. Sanchez  
7 assumed significant risk in bringing this litigation, namely, had she lost, she could have been ordered  
8 to pay the Defendant's costs.

9 50. Plaintiff's efforts included providing factual background for the class and PAGA  
10 complaint and PAGA Letter; producing documents and information about Defendant's compensation  
11 plans and meal/rest policies/procedures; participating in phone calls to discuss litigation and  
12 settlement strategy; making herself available throughout the litigation to assist with analyzing the  
13 claims and defenses; helping Class Counsel prepare for the mediation and being available during  
14 mediation; reviewing the Settlement documents; and providing testimony in a deposition. Plaintiff  
15 was heavily involved throughout the litigation process, ensuring that Class Counsel had the  
16 information and support necessary to evaluate the claims and negotiate the Settlement.

17 51. Plaintiff provided invaluable assistance to the investigation and prosecution of this  
18 case, including: providing factual background for the Class Complaint; reviewing the litigation  
19 documents; providing information and documentation about Defendant's policies and practices;  
20 participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement  
21 documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit. Plaintiff's  
22 comprehensive declaration setting forth all of the reasons why she believes that the Service Award  
23 should be approved has been filed herewith.

24 52. When this case was taken on a contingency fee basis, with our firm agreeing to assume  
25 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this  
26 litigation, we paid all costs, including the filing fees, mediation costs, and expert costs. There was  
27 never a guarantee that our firms would recoup these expenditures. In fact, had Plaintiff lost, she could  
28 have been ordered to pay Defendant's costs

1           53. It is our experience that attorneys' fee awards of one-third of a common fund  
2 settlement are the standard in California. Plaintiff's counsel agreed to seek one-third of the Settlement  
3 Amount for Attorneys' Fees in this case. Defendant does not oppose this fee request. The fee is further  
4 warranted because it is within the range of reasonableness typically awarded in class actions. Our  
5 firm's Costs will not exceed \$75,000 and will be based on the actual amount incurred at the time of  
6 final approval.

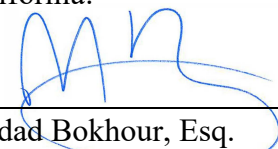
7           54. Subject to the Court's approval, the parties stipulated that Phoenix Class Action  
8 Administration Solutions ("Phoenix") serve as the Settlement Administrator. Phoenix is experienced  
9 in administering class action settlements and will not exceed \$10,000 to administer this class action  
10 Settlement.

11           55. Plaintiff has concurrently submitted the Settlement to the LWDA in accordance with  
12 Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit "C."**

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

17           57. For the foregoing reasons, it is respectfully requested that the Court grant preliminary  
18 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,  
19 as well as preliminarily approve the requested attorneys' fees and costs, and service award to the  
20 Class Representative.

21           I declare under penalty of perjury under the laws of California that the foregoing is true and  
22 correct on this 20th day of November 2025, in Los Angeles, California.

23  
24 By:   
25 Mehrdad Bokhour, Esq.  
26  
27  
28

# EXHIBIT “A”

## **AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

This 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 Buttler 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 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send 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 the California State Controller's Office Unclaimed Property account. The Settlement Administrator must not distribute funds to the California State Controller's Office Unclaimed Property account until after the Court approves the final accounting.

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 and/or PAGA Notice that arose during the Class Period and/or PAGA 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); (10) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (11) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.
- 5.3 Release by PAGA Members. In consideration for their awarded Individual PAGA Payment, as of the date the Settlement becomes Final, Plaintiff and the LWDA will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, any and all claims for civil penalties under PAGA against Defendant and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action (the “Released PAGA Claims”). All PAGA Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, will release the PAGA claims described herein against Defendant and the Released Parties and will receive a portion of the amount set aside as PAGA Penalties, regardless of whether they opt out of the release of the Class Claims.
- 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's 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, 7<sup>th</sup> 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

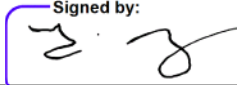
Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: November \_\_, 2025

\_\_\_\_\_  
Plaintiff Isabelle Sanchez

Dated: November 20, 2025

Washington Township Medical Foundation

Signed by:  
  
By: \_\_\_\_\_  
79374A87BC8642A...

**Approved As to Form Only:**

Dated: November \_\_, 2025

**BOKHOUR LAW GROUP, P.C.**

\_\_\_\_\_  
Mehrdad Bokhour  
Attorneys for Plaintiff

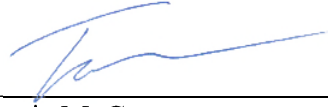
Dated: November \_\_, 2025

**FALAKASSA LAW, P.C.**

\_\_\_\_\_  
Joshua Falakassa  
Attorneys for Plaintiff

Dated: November 20, 2025

**JEFFER MANGELS BUTLER MITCHELL LLP**

  
\_\_\_\_\_  
Travis M. Gemoets  
Attorneys for Defendant

# EXHIBIT “B”

**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**

|                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don’t Have to Do Anything to Participate in the Settlement</b>                                                  | 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).                                                                                                                                                                                                                                                                                                                                                                     |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b> | <p>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.</p> <p>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).</p> |

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.")

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

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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 and/or PAGA Notice that arose during the Class Period and/or PAGA 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); (10) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (11) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, any and all claims for civil penalties under PAGA against Defendant and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action.

#### **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**

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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.

# EXHIBIT “C”