

PAGA AND INDIVIDUAL SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“**Agreement**”) is made by and among CRUZELMA MARTINEZ, RENEE ROBINSON, and RONALD PIGRAM (collectively, “**Plaintiffs**”), and Defendants BURGER REHABILITATION SYSTEMS, INC. (“**BRSI**”), BURGER ASSOCIATES, BURGER PHYSICAL THERAPY SERVICES, INC., and BURGER PHYSICAL THERAPY AND REHABILITATION AGENCY, INC. (collectively, “**Defendants**”). The Agreement refers to the Settling Plaintiffs and Defendants collectively as the “**Parties**” and individually as a “**Party**.”

1. DEFINITIONS.

- 1.1. “**Action**” means the class and representative action alleging wage-and-hour violations against Defendants, captioned *CRUZELMA MARTINEZ, et al. v. BURGER REHABILITATION SYSTEMS, INC., et al.*, Sacramento County Superior Court Case No. 34-2020-00286930, commenced on October 13, 2020, and pending in the Superior Court of the State of California, County of Sacramento.
- 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 approval of this Settlement.
- 1.4. “**Aggrieved Employees**” means all persons employed by BRSI as hourly-paid or non-exempt employees in the State of California at any time during the PAGA Period.
- 1.5. “**Aggrieved Employee Data**” means Aggrieved Employee identifying information in BRSI’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “**Aggrieved Employee Address Search**” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “**Approval Order**” means the proposed Court Order Granting Approval of the PAGA Settlement.
- 1.8. “**Court**” means the Superior Court of California, County of Sacramento.

- 1.9. **“Defendants”** means named Defendants BURGER REHABILITATION SYSTEMS, INC., BURGER ASSOCIATES, BURGER PHYSICAL THERAPY SERVICES, INC., and BURGER PHYSICAL THERAPY AND REHABILITATION AGENCY, INC..
- 1.10. **“Defense Counsel”** means Ellen M. Bronchetti, Esq., Tayanah C. Miller, Esq., Noah M. Woo, Esq., Priya E. Singh, Esq., and Khushpreet K. Choumwer, Esq., of Greenberg Traurig, LLP, the attorneys representing Defendants in the Action, or such other counsel as may appear in the Action on behalf of Defendants in the future.
- 1.11. **“Effective Date”** means: (i) the date the Court enters the Approval Order if no objections are asserted and no individual seeks to intervene in the Action; (ii) sixty-five (65) days after entry of the Approval Order if any objections are asserted or any individual seeks to intervene in the Action, but no appeal is filed; or (iii) if a timely appeal is filed, ten (10) business days after the final resolution of the appeal, provided that the appeal is rejected, the Settlement is upheld, and the Approval Order is no longer subject to further judicial review.
- 1.12. **“Funding Dates”** means the dates on which Defendants shall fund the Gross Settlement Amount through three equal installment payments made every six (6) months, beginning thirty (30) days after the Court approves the Settlement, with the Gross Settlement Amount fully funded no later than October 27, 2027.
- 1.13. **“Gross Settlement Amount”** means Two Hundred Eighty-Five Thousand Dollars (\$285,000.00), which is the total amount Defendants agree to pay under the PAGA Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.14. **“Individual PAGA Payment”** means each Aggrieved Employee’s *pro rata* share of twenty-five percent (25%) of the Net Settlement Amount, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period. The Administrator will characterize the Individual PAGA Payments as 1099 payments and, if applicable, Aggrieved Employees will be issued IRS Forms 1099 for their Individual PAGA Payments.
- 1.15. **“Judgment”** means the judgment entered by the Court based upon approval of the Settlement.
- 1.16. **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.17. **“LWDA PAGA Payment”** means seventy-five percent (75%) of the Net Settlement Amount paid to the LWDA pursuant to Labor Code section 2699.
- 1.18. **“Net Settlement Amount”** means the Gross Settlement Amount, less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, in the amounts approved by the Court. The remainder is the Net Settlement Amount.

- 1.19. **“Notice of PAGA Settlement”** means the notice to be provided to the Aggrieved Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.20. **“PAGA Counsel”** means Zack I. Domb, Esq. and Devin Rauchwerger, Esq. of Domb & Rauchwerger LLP, and Lawyers for Justice, PC, the attorneys representing Plaintiffs and the Aggrieved Employees in the Action.
- 1.21. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.22. **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee worked for BRSI for at least one day during the PAGA Period.
- 1.23. **“PAGA Period”** means the period from October 13, 2019, through and including August 22, 2024.
- 1.24. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.25. **“PAGA Notice”** means Plaintiff Cruzelma Martinez’s October 7, 2020 letter to BRSI and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a), as amended on April 10, 2025 to identify Burger Physical Therapy Services, Inc., and Burger Physical Therapy and Rehabilitation Agency, Inc., as additional alleged violators (**“Amended PAGA Notice”**).
- 1.26. **“PAGA Payment”** means the total amount to be paid from the Gross Settlement Amount in resolution of claims under PAGA (\$110,000.00 estimated), allocated twenty-five percent (25%) to the Aggrieved Employees (\$27,500.00 estimated) and seventy-five percent (75%) to the LWDA (\$82,500.00 estimated) in settlement of PAGA claims.
- 1.27. **“Plaintiffs”** means Cruzelma Martinez, Renee Robinson, and Ronald Pigram, the named plaintiffs in the Action participating in the Settlement.
- 1.28. **“Released PAGA Claims”** means all claims for civil penalties under PAGA that arose during the PAGA Period and are based on the facts and Labor Code provisions alleged in the Operative Complaint, the PAGA Notice and the Amended PAGA Notice. The Released PAGA Claims include claims for civil penalties predicated on alleged failures to: pay minimum, straight-time, and overtime wages for work performed before or after scheduled shifts, during meal periods, during rest periods, or otherwise off the clock; provide compliant meal periods and rest periods or required premium payments; timely pay wages during employment and upon separation; provide accurate itemized wage statements; provide required days of rest; maintain accurate payroll records; pay reporting-time pay; and reimburse necessary business expenses. The Released PAGA Claims include claims for civil penalties predicated on alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and

applicable Industrial Welfare Commission Wage Orders, including Wage Orders 4-2001 and 5-2001.

- 1.29. “**Released Parties**” means Defendants and any of their predecessors, successors, subsidiaries, parents, and affiliates, as defined by Corporations Code section 150, and each of their supervisory or managerial employees, managing agents, shareholders, directors, and officers, which includes defendant Carol Burger.
- 1.30. “**Settlement**” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On October 7, 2020, Plaintiff Cruzelma Martinez submitted a PAGA Notice to the LWDA.
- 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Cruzelma Martinez gave timely written notice to BRSI and the LWDA by sending the PAGA Notice.
- 2.3. On October 13, 2020, Plaintiff Cruzelma Martinez commenced this Action by filing a Complaint alleging causes of action against BRSI for: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (5) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of California Labor Code § 204 (wages not timely paid during employment); (7) violation of California Labor Code § 226(a) (noncompliant wage statements); (8) violation of California Labor Code § 1174(d) (failure to maintain requisite payroll records); (9) violation of California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); and (10) violation of California Business and Professions Code §§ 17200 *et seq.*
- 2.4. On September 27, 2022, Plaintiffs filed a First Amended Complaint adding parties and a cause of action for civil penalties under PAGA.
- 2.5. On May 23, 2025, Plaintiffs filed a Second Amended Class Action Complaint for Damages and Complaint for Enforcement Under the California Private Attorneys General Act, which is the operative complaint in the Action (the “**Operative Complaint**”).
- 2.6. The Parties participated in multiple mediation sessions, including mediation with Jeffrey Ross on December 6, 2021, and mediations with Brandon McKelvey on January 24, 2024, and September 19, 2025. The Parties’ September 19, 2025 mediation with Mr. McKelvey, an experienced mediator of wage-and-hour class and representative actions, ultimately resulted in the Parties executing a Memorandum of Understanding on October 27, 2025 and led to this Agreement to settle the Action.

- 2.7. Defendants have taken a position that a payment plan is necessary due to going through financial hardship. To confirm if a payment plan is necessary, the mediator had engaged an independent, third party CPA to analyze Defendants' financial records. Before the Memorandum of Understanding was executed, the CPA concluded that a payment plan was warranted as a result of Defendants' economic status.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the Funding Dates stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 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 Approval Order:
- 3.2.1.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, or Ninety-Five Thousand Dollars (\$95,000.00), and PAGA Counsel Litigation Expenses Payment of not more than Sixty-Five Thousand Dollars (\$65,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and the Released Parties harmless, and indemnifies Defendants and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.1.2. To the Administrator: An Administration Expenses Payment estimated not to exceed Fifteen Thousand Dollars (\$15,000.00). If the actual Administration Expenses Payment is greater than the Parties' estimate, the actual Administration Expenses Payment, as approved by the Court, will be paid from the Gross Settlement Amount. If the actual Administration Expenses Payment

is less than the Parties' estimate, the difference will be allocated to the Net Settlement Amount.

- 3.3. To the LWDA and Aggrieved Employees: After deducting the above amounts from the Gross Settlement Amount, the remaining will be the Net Settlement Amount (\$110,000) to be paid to the LWDA and the Aggrieved Employees, with 75% (\$82,500.00) allocated to the LWDA PAGA Payment and 25% (\$27,500.00) allocated to the Individual PAGA Payments.

3.3.1.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payments by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.3.2. Additional Attorneys' Fees and Costs: No Aggrieved Employee, or PAGA Counsel, or any other attorney acting for any Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods and Escalator Clause. Based on a review of its records and in preparation for mediation, BRSI estimates there were approximately 20,202 PAGA Pay Periods during the PAGA Period worked by approximately 631 Aggrieved Employees. If the number of actual pay periods during the PAGA period increases by more than 10% or 2,020.2 pay periods, Defendant will increase the GSA by a pro-rata dollar value equal to the number of pay periods in excess of 22,222.2 pay periods. Alternatively, the Defendant at its sole discretion can elect to end the PAGA Period on the day when the pay periods total 22,222.2 without any additional payments.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, BRSI will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. BRSI has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which BRSI must send the Aggrieved Employee 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 Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount through three equal installment payments made every six (6) months, beginning thirty (30) days after the Court approves the Settlement, with the Gross Settlement Amount fully funded no later than October 27, 2027.
- 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments and issue the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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 “**Void Date**”). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the Void Date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by the check to the California State Controller’s Office in the name of the Aggrieved Employee pursuant to California’s Unclaimed Property Law.
 - 4.4.4. The payment of Individual PAGA Payments shall not be utilized to calculate any additional benefits under any benefit plans for which any Aggrieved Employees may be eligible, nor obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions, bonuses or profit sharing).

5. DISMISSAL OF CLASS CLAIMS.

In conjunction with Plaintiffs’ filing of their motion for approval of PAGA Settlement, Plaintiffs will file a request with the Court to dismiss the Class Claims. Defendant agrees to

provide Plaintiffs' counsel with a declaration supporting the dismissal of the class claims due to Defendants' financial condition.

6. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, the following claims will be released:

Plaintiffs, and the State of California, on behalf of the Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee to opt out of or otherwise exclude himself or herself from the Settlement.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 7.1 Responsibilities of PAGA Counsel. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (s)(2) including (i) a draft motion for approval of the PAGA Settlement, which PAGA Counsel will submit to Defendants for review and comment at least three (3) court days prior to filing with the Court; (ii) a draft proposed Order Granting Approval of PAGA Settlement; and (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 7.2 Responsibilities of Defense Counsel. Should the Court require it, Defense counsel agrees to provide a declaration from Defendants in support of Plaintiff's PAGA approval motion supporting the financial distress argument sufficient to justify the settlement of the PAGA action for the specific GSA, along with the request to dismiss the class claims as part of the Settlement.
- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in good faith, to modify the Agreement and otherwise satisfy the Court's concerns without making material changes to the Settlement terms unless mutually agreed upon.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of the appointment, Phoenix Settlement Administrators 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.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 1.468B-1.
- 8.4 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.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, and their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party challenges the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants’ 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 and this Agreement).

- 10.2 Effective Date of Defendants' Obligations Under This Agreement. Defendants' obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or the Court does not approve the material terms of the Settlement, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.
- 10.3 Nullification. If: (a) the Court should for any reason fail to enter the Approval Order; or (b) the Court's Approval Order is reversed or modified as to any material term, or declared or rendered void as to any material term, then (1) the Agreement shall become null and void; and (2) the Parties will revert to their respective positions immediately prior to reaching the Settlement.
- 10.4 Invalidation. Invalidation of any material term of this Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.
- 10.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.6 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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, excluding any amendments to this Agreement.
- 10.7 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 Agreement, 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 the mediator, Brandon McKelvey, and/or the Court for resolution.
- 10.8 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 10.9 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability.
- 10.10 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.
- 10.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12 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.
- 10.13 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.
- 10.14 Corporate Signatories. Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.
- 10.15 Confidentiality. The Parties agree that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of this Long Form settlement Agreement. In addition, Plaintiffs and Plaintiffs' counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Plaintiff's counsel; provided, however, that Plaintiffs' counsel may list the case name, number, and a brief description of the claims in their declarations filed in support of qualifications as Class Counsel and/or PAGA Counsel in future matters. This paragraph shall not be construed to limit counsel's ability to communicate all information necessary to satisfy their fiduciary obligations.
- 10.16 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of Aggrieved Employee Data or other materials provided to PAGA Counsel by Defendants 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, statute, or rule of court. Not later than thirty (30) days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of all copies and summaries of Aggrieved Employee Data and all other materials

received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of such materials.

10.17 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.

10.18 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 federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.19 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, or the next business day after being sent by overnight courier addressed as follows, or as may be updated in writing by PAGA Counsel or Defense Counsel:

To Plaintiffs:

Domb & Rauchwerger LLP
Zack I. Domb
zack@dombrauchwerger.com
Devin Rauchwerger
devin@dombrauchwerger.com
1055 East Colorado Blvd., Fifth Floor
Pasadena, CA 91106

Lawyers for Justice, PC
Selena Matavosian
450 N. Brand Blvd., Suite 900
Glendale, CA 91203

To Defendants:

Greenberg Traurig, LLP
Ellen M. Bronchetti
Ellen.Bronchetti@gtlaw.com
12830 El Camino Real, Suite 350
San Diego, CA 92130

10.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed copies of this Agreement, including facsimiles, PDFs, and electronic versions (*i.e.* DocuSign) of signature pages shall have the same force and effect and shall be legally binding and enforceable as the original.

10.21 Stay of Litigation and Extension of Five-Year Deadline. The Parties previously agreed that litigation was stayed as of the date Memorandum of Understanding was executed by Counsel for both Parties on October 27, 2025, except to effectuate the Settlement. The Parties also previously agreed, pursuant to Code of Civil Procedure section 583.330, to extend the time to bring the Action to trial under Code of Civil Procedure section 583.310 in the event that the approval process falls through and the Parties are forced to continue litigating this case. If the Settlement is not approved or otherwise fails, the period from October 27, 2025 until the date the Settlement falls apart or the Court denies approval without the ability to amend, shall not be included in calculating the time within which the Action must be brought to trial.

[Signatures On Following Page]

Plaintiff

Dated: 09 / 08 / 2026

Cruzelma Martinez

Cruzelma Martinez

Plaintiff

Dated: _____

Renee Robinson

Plaintiff

Dated: _____

Ronald Pigram

Defendant

Dated: _____

Burger Rehabilitation Systems, Inc.

Defendant

Dated: _____

Burger Associates, Inc.

Defendant

Dated: _____

Burger Physical Therapy Services, Inc.

Defendant

Dated: _____

Burger Physical Therapy and
Agency, Inc.

[Attorney Signatures on Following Page]

Plaintiff

Dated: _____

Cruzelmá Martínez

Plaintiff

Dated: 09 / 08 / 2026

Renee Robinson

Renee Robinson

Plaintiff

Dated: _____

Ronald Pigram

Defendant

Dated: _____

Burger Rehabilitation Systems, Inc.

Defendant

Dated: _____

Burger Associates, Inc.

Defendant

Dated: _____

Burger Physical Therapy Services, Inc.

Defendant

Dated: _____

Burger Physical Therapy and
Agency, Inc.

[Attorney Signatures on Following Page]

Plaintiff

Dated: _____

Cruzelmá Martínez

Plaintiff

Dated: _____

Renee Robinson

Plaintiff

Dated: 09 / 08 / 2026

Ronald J. Pigram

Ronald Pigram

Defendant

Dated: _____

Burger Rehabilitation Systems, Inc.

Defendant

Dated: _____

Burger Associates, Inc.

Defendant

Dated: _____

Burger Physical Therapy Services, Inc.

Defendant

Dated: _____

Burger Physical Therapy and
Agency, Inc.

[Attorney Signatures on Following Page]

Plaintiff

Dated: _____

Cruzelm Martínez

Plaintiff

Dated: _____

Renee Robinson

Plaintiff

Dated: _____

Ronald Pigram

Defendant

Dated: 09/04/2026

Signed by:

0377A2310F6849A...

Burger Rehabilitation Systems, Inc.

Defendant

Dated: 09/04/2026

Signed by:

0377A2310F6849A...

Burger Associates, Inc.

Defendant

Dated: 09/04/2026

Signed by:

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Burger Physical Therapy Services, Inc.

Defendant

Dated: 09/04/2026

Signed by:

0377A2310F6849A...

Burger Physical Therapy and
Agency, Inc.

[Attorney Signatures on Following Page]

APPROVED AS TO FORM:

Dated: 9/10/2026

DOMB & RAUCHWERGER LLP

By: 

Zack I. Domb

Devin Rauchwerger

Attorneys for Plaintiffs Cruzelma Martinez, Renee Robinson, and Ronald Pigram

Dated: _____

GREENBERG TRAUIG, LLP

By: 

Ellen M. Bronchetti

Attorneys for Defendants Burger Rehabilitation Systems, Inc., Burger Associates, Inc., Burger Physical Therapy Services, Inc., Burger Physical Therapy and Rehabilitation Agency, Inc., and Carol Burger

EXHIBIT “A”

[Mailing Date]

NOTICE OF PAGA SETTLEMENT

Re: CRUZELMA MARTINEZ, et al. v. BURGER REHABILITATION SYSTEMS, INC., et al.,
Sacramento County Superior Court Case No. 34-2020-00286930

Phoenix Class Action Administration
Solutions

[INSERT ADDRESS]

[INSERT CITY, STATE ZIP CODE]

[INSERT TELEPHONE NUMBER]

Dear current or former BURGER REHABILITATION SYSTEMS, INC. Employee:

A settlement was reached between Plaintiffs Cruzelma Martinez, Renee Robinson, and Ronald Pigram (“**Plaintiffs**”) and Defendants Burger Rehabilitation Systems, Inc., Burger Associates, Burger Physical Therapy Services, Inc., and Burger Physical Therapy and Rehabilitation Agency, Inc. (“**Defendants**”). Plaintiff Cruzelma Martinez filed a civil Complaint against Burger Rehabilitation Systems, Inc. on October 13, 2020. The operative complaint alleges claims for unpaid overtime; unpaid meal-period premiums; unpaid rest-period premiums; unpaid minimum wages; wages not timely paid during employment; final wages not timely paid; failure to provide compliant wage statements; failure to maintain requisite payroll records; failure to reimburse necessary business expenses; unfair business practices; and civil penalties under the Private Attorneys General Act of 2004 (“**PAGA**”) (the “**Action**”). Defendants deny these allegations and deny any wrongdoing or liability.

On [INSERT DATE], Plaintiffs’ counsel filed a motion with the Court asking the Court to approve a PAGA only settlement reached by the Parties (“**Settlement**”). As part of the Settlement, the Parties agreed to dismiss Plaintiffs’ Class Claims due to Defendants’ financial condition. The Court issued an Order approving the PAGA only Settlement on [INSERT DATE].

The Gross Settlement Amount is \$285,000.00. From that amount, the Court approved attorneys’ fees for Plaintiffs’ counsel in the amount of \$[INSERT], litigation costs in the amount of \$[INSERT], and administration expenses in the amount of \$[INSERT]. After these deductions, \$[INSERT] is allocated as the PAGA payment. The law applicable to a PAGA Action requires that seventy-five percent (75%) of the PAGA payment amount be allocated to the State of California and the remaining twenty-five percent (25%) be allocated to the eligible Aggrieved Employees, defined as all persons employed by Burger Rehabilitation Systems, Inc. as hourly-paid or non-exempt employees in the State of California during the PAGA Period, which is from from October 13, 2019, through and including August 22, 2024. Each Aggrieved Employee is receiving a pro rata share of the 25% of PAGA penalties attributed to the employees, based on the number of pay periods in which the Aggrieved Employee performed work for Burger Rehabilitation Systems, Inc. from October 13, 2019 through August 22, 2024.

As part of the Settlement, you and the other Aggrieved Employees, for the PAGA Period, will release Defendants and any of their predecessors, successors, subsidiaries, parents, and affiliates, as defined by Corporations Code section 150, and each of their supervisory or managerial employees, managing agents, shareholders, directors, and officers (collectively, the “**Released Parties**”) from all claims for civil penalties under PAGA that arose during the PAGA Period and are based on the facts and Labor Code provisions alleged in the Operative Complaint, the PAGA Notice and the Amended PAGA Notice. The Released PAGA Claims include claims for civil penalties predicated on alleged failures to: pay minimum, straight-time, and overtime wages for work performed before or after scheduled shifts, during meal periods, during rest periods, or otherwise off the clock; provide compliant meal periods and rest periods or required premium payments; timely pay wages during employment and upon separation; provide accurate itemized wage statements; provide required days of rest; maintain accurate payroll records; pay reporting-time pay; and reimburse necessary business expenses. The Released PAGA Claims include claims for civil penalties predicated on alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders, including Wage Orders 4-2001 and 5-2001 (the “**Released PAGA Claims**”).

The enclosed check represents your pro rata share of the Aggrieved Employee portion. Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks after the void date will be sent to the California State Controller’s Office in your name pursuant to California’s Unclaimed Property Law.

If you have any questions concerning the Settlement, please contact [INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION].