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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

ELIAS PICASSO, individually and as
representative of the State of California on
behalf of all aggrieved employees,

Plaintiff,

v.

INNOVATIVE MEDICAL MANAGEMENT,
INC., a Nevada corporation, INNOVATIVE
MEDICAL MANAGEMENT, LLC, a
California limited liability company, and DOES
1 through 20, inclusive,

Defendants.

Case No. 30-2022-01238981-CU-OE-CXC

**DECLARATION OF DANIEL V.
SANTIAGO IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR AN ORDER: (1) APPROVING THE
SETTLEMENT OF PLAINTIFF'S
INDIVIDUAL PAGA CLAIMS AGAINST
THE DEFENDANTS; AND (2)
DISMISSING THOSE PAGA CLAIMS
WITH PREJUDICE**

Court Reservation No: 73729916

Judge: The Honorable James J. Di Cesare
Department: C16
Complaint Filed: January 3, 2022

I, Daniel V. Santiago, declare:

1. I am a member in good standing of the State Bar of California (California Bar No. 206532). I am counsel for the Plaintiff, Elias Picasso, in the above-captioned action against the Defendants, Innovative Medical Management, Inc. ("IMM, Inc.") and Innovative Medical Management, LLC ("IMM, LLC"), currently pending before the Honorable Judge James J. Di Cesare in the Superior Court of the State of California, County of Orange, Civil Complex Center, Case No. 30-2022-01238981-CU-OE-CXC ("the Action").

1 2. I respectfully submit this declaration in support of Plaintiff's Unopposed Motion for
2 an Order: (1) approving the settlement of Plaintiff's individual PAGA claims against the
3 Defendants; and (2) dismissing those PAGA claims with prejudice ("Plaintiff's Unopposed
4 Motion").

5 3. Plaintiff's claims against Defendants in the Action are alleged in Plaintiff's
6 Individual and Representative Action Complaint ("Original Complaint") that Plaintiff filed on or
7 about January 3, 2022, and Plaintiff's First Amended Individual and Representative Action
8 Complaint ("First Amended Complaint") that Plaintiff filed on or about February 8, 2022.
9 Plaintiff's First Amended Complaint is the operative complaint in the Action.

10 4. Plaintiff's claims against Defendants in the Action are based upon various alleged
11 violations of the California Labor Code (hereinafter referred to as "Labor Code") and Industrial
12 Welfare Commission (hereinafter referred to as "IWC") Wage Order No. 4-2001 including, *inter*
13 *alia*, civil penalties under the Private Attorneys General Act of 2004 (hereinafter referred to as
14 "PAGA"), Labor Code §2698 et seq..

15 5. As used herein and in Plaintiff's Original and First Amended Complaints against
16 Defendants in the Action, the term "aggrieved employees" is defined as all California residents who
17 were employed by IMM, INC. and/or IMM, LLC as non-exempt, hourly rate employees at any time
18 within the time period of one (1) year preceding the filing of the original Complaint in the Action
19 up to and through the date of the trial of the Action. I am informed by Defendants' counsel that
20 there are approximately 30 aggrieved employees, as defined. I am informed by Plaintiff that this
21 estimate is consistent with Plaintiff's estimate of the number of aggrieved employees, as defined.

22 6. Plaintiff's claims against Defendants in the Action arise from Defendants' alleged
23 failures, *inter alia*: (a) to pay Plaintiff any wages (including overtime wages where appropriate) for
24 all hours worked off-the-clock in violation of Labor Code §§204(a), 218.6, 510(a), 1194(a) and
25 1197; (b) to provide Plaintiff with itemized wage statements accurately identifying his total hours
26 worked, gross wages earned and net wages earned in violation of Labor Code §226(a); (c) to
27 provide Plaintiff his legally requisite meal periods under Labor Code §512(a) and IWC Wage Order
28 No. 4-2001, §11(a) and to pay him meal period premiums in violation of Labor Code §§226.7(c)

1 and IWC Wage Order No. 4-2001, §11(B); (d) to authorize and permit Plaintiff to take rest periods
2 under IWC Wage Order No. 4-2001, §12(A), and to pay him rest period premiums in violation of
3 Labor Code §226.7(c) and IWC Wage Order No. 4-2001, §12(B); and (e) to pay Plaintiff all wages
4 due upon termination of his employment in violation of Labor Code §§201-203.

5 7. I am informed by Defendants' counsel that Defendants deny the material allegations
6 in Plaintiff's Original and First Amended Complaints. I am further informed by Defendants'
7 counsel that Defendants deny any violation of the Labor Code or other wrongdoing.

8 8. If the Court grants the relief requested in Plaintiff's Unopposed Motion, Plaintiff
9 would respectfully request that the Court vacate all dates on its calendar relating to the Action. Of
10 note, an initial status conference has not been scheduled, and this case is not currently set for trial.

11 9. The parties have executed a Confidential Settlement Agreement and Mutual Release
12 of All Claims ("Settlement Agreement") reflecting the settlements of Plaintiff's individual PAGA
13 claims against the Defendants for One Thousand Dollars (\$1,000) and Plaintiff's individual non-
14 PAGA claims against the Defendants for Thirty One Thousand Five Hundred Dollars (\$31,500), for
15 a Gross Settlement Amount of Thirty Two Thousand Five Hundred Dollars (\$32,500). A true and
16 correct copy of the parties' Settlement Agreement is attached hereto as Exhibit 1.

17 10. More specifically, under the Settlement Agreement, Defendants shall pay a Gross
18 Settlement Amount of Thirty Two Thousand Five Hundred Dollars (\$32,500) as follows: (a) Seven
19 Hundred Fifty Dollars (\$750) to the Labor and Workforce Development Agency ("LWDA") in
20 connection with the settlement of Plaintiff's individual PAGA claims against the Defendants (i.e.,
21 75% of the PAGA settlement in accordance with Labor Code §2699(i)); (b) Two Hundred Fifty
22 Dollars (\$250) to Plaintiff in connection with the settlement of Plaintiff's individual PAGA claims
23 against the Defendants (i.e., 25% of the PAGA settlement in accordance with Labor Code
24 §2699(i)); (c) One Thousand Five Hundred Thirty Nine Dollars and Seventy Cents (\$1,539.70) to
25 Plaintiff in connection with the settlement of Plaintiff's individual non-PAGA / wage-related claims
26 against the Defendants (to be reported on an IRS Form W-2 and its state and local equivalents); (d)
27 Fourteen Thousand One Hundred Seven Dollars and Thirty Cents (\$14,107.30) to Plaintiff in
28 connection with the settlement of Plaintiff's individual non-PAGA / non-wage-related claims and

1 general damages against the Defendants (to be reported on an IRS Form 1099 and its state and local
2 equivalents); and (e) Sixteen Thousand One Hundred and Three Dollars (\$16,103) to Plaintiff's
3 counsel's firm in connection with the settlement of Plaintiff's individual non-PAGA claims against
4 the Defendants (to be reported on an IRS Form 1099 and its state and local equivalents).

5 11. Upon receipt of notice of the Court's entry of an Order granting the relief requested
6 in Plaintiff's Unopposed Motion, Plaintiff's counsel will file a Request for Dismissal of Plaintiff's
7 individual non-PAGA claims against the Defendants (such dismissal will be with prejudice pursuant
8 to the terms of the parties' Settlement Agreement).

9 12. The parties' Settlement Agreement (including, *inter alia*, the parties' agreement to
10 settle Plaintiff's individual PAGA claims against the Defendants for One Thousand Dollars
11 (\$1,000)) is subject to, and expressly conditioned upon, the Court's entry of an Order: (a) approving
12 of the settlement of Plaintiff's individual PAGA claims against Defendants; (b) dismissing
13 Plaintiff's individual PAGA claims against Defendants with prejudice; and (c) dismissing Plaintiff's
14 PAGA claims against Defendants on behalf of other aggrieved employees of Defendants without
15 prejudice.

16 13. I respectfully submit that the proposed settlement of Plaintiff's individual PAGA
17 claims against the Defendants is fair and reasonable in light of the following factors, among others:
18 (a) I have conducted sufficient investigation of the facts underlying Plaintiff's claims that support
19 my conclusion that the proposed settlement of Plaintiff's individual PAGA claims is fair and
20 reasonable (such investigation and discovery have included, *inter alia*, engaging in numerous,
21 detailed conversations with my client regarding the underlying facts and the status of the parties'
22 settlement discussions as well as analyzing Plaintiff's timecards and related papers produced by
23 Defendants' counsel); (b) any settlement, including the proposed settlement in the Action, should
24 take into consideration the time, inconvenience and uncertainty of trial that are avoided by the
25 settlement; (c) under Labor Code §2699(i), allegedly aggrieved employees like Plaintiff are entitled
26 to receive only 25% of any PAGA settlement with the remaining 75% to be paid to the LWDA; and
27 (d) as explained in detail below, the proposed settlement of Plaintiff's individual PAGA claims for
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One Thousand Dollars (\$1,000) exceeds my evaluation of a fair and reasonable settlement of those PAGA claims.

14. Plaintiff estimates that the civil penalties potentially recoverable with regard to his individual PAGA claims that are based upon several direct, non-derivative violations of the Labor Code and IWC Wage Order No. 4-2001 (i.e., Defendants' alleged failures to pay him all wages due and owing, to pay him rest period premiums, and to pay him meal period premiums) is approximately \$2,850.¹ This estimate is calculated as follows:

Nature of Claim	Type Of Claim	Amount	Description
PAGA Claim o/b/o Plaintiff	PAGA Penalty For Unpaid Wages (Per Pay Period Penalty)	\$250	\$50 for the initial pay period + \$100 for each of the subsequent 2 pay periods = \$250 (25% payable to Plaintiff and 75% payable to the LWDA) <i>Note: The relevant time period with regard to Plaintiff's individual PAGA claim for unpaid wages is the 5+ week time period January 3, 2021 (one year preceding the filing of Plaintiff's Individual and Representative Action Complaint in the Action) to February 8, 2021 (the date on which Plaintiff's investigation reveals that IMM, Inc. and/or IMM, LLC no longer required their employees to clock out/in at the beginning/end of their rest periods). That 5+ week time period encompasses 3 pay periods.</i>
PAGA Claim o/b/o Plaintiff	PAGA Penalty For Rest Period Violations	\$250	\$50 for the initial pay period + \$100 for each of the subsequent 2 pay periods = \$250 (25% payable to Plaintiff and 75% payable to the LWDA) <i>Note: The relevant time period with regard to Plaintiff's individual PAGA claim for rest period violations is the 5+ week time period January 3, 2021 (one year preceding the filing of Plaintiff's Individual and Representative Action Complaint in the Action) to February 8, 2021 (the date on which Plaintiff's investigation reveals that IMM, Inc. and/or IMM, LLC no longer required their employees to clock out/in at the beginning/end of their rest periods, which practice Plaintiff contends contributed to his being pressured to take short rest periods [i.e., fewer than 10 minutes]). That 5+ week</i>

¹ Plaintiff asserts two claims that are derivative of Defendants' alleged failure to pay all wages due and owing to him. More specifically, those derivative claims are Defendants' alleged failures: (1) to furnish accurate itemized wage statements in violation of Labor Code §226(a); and (2) to timely pay all wages due upon termination of employment in violation of Labor Code §§201-203.

			<i>time period encompasses 3 pay periods.</i>
PAGA Claim o/b/o Plaintiff	PAGA Penalty For Meal Period Violations	\$2,350	\$50 for the initial pay period + \$100 for each of the subsequent 23 pay periods = \$2,350 (25% payable to Plaintiff and 75% payable to the LWDA) <i>Note: The relevant time period with regard to Plaintiff's individual PAGA claim for meal period violations is the 47+ week time period January 3, 2021 (one year preceding the filing of Plaintiff's Individual and Representative Action Complaint in the Action) to November 30, 2021 (the date on which IMM, LLC terminated Plaintiff's employment). That 47+ week time period encompasses 24 pay periods.</i>
Total PAGA Penalties for Non-Derivative Violations of the Labor Code and IWC Wage Order No. 4- 2001		\$2,850	

15. For settlement purposes, it is reasonable to discount Plaintiff's estimate of the civil penalties potentially recoverable with regard to his individual PAGA claims that are based upon several direct, non-derivative violations of the Labor Code and IWC Wage Order No. 4-2001 (\$2,850) by 50% to reflect the benefits of avoiding the delays associated with continued litigation and by another 50% to reflect the uncertainty of obtaining a favorable verdict at trial. The resulting figure is \$712.50 which I contend would be a fair and reasonable settlement of Plaintiff's individual PAGA claims. The proposed settlement of Plaintiff's individual PAGA claims for \$1,000 exceeds that figure.

16. I respectfully submit that Plaintiff's Unopposed Motion is further warranted in light of the following factors, among others: (1) the parties are prepared to consummate their Settlement Agreement immediately after the Court approves of the settlement of Plaintiff's individual PAGA claims against the Defendants, dismisses those PAGA claims with prejudice, and dismisses Plaintiff's PAGA claims against the Defendants on behalf of other aggrieved employees without prejudice; and (2) there is no just reason to delay the consummation of the parties' Settlement Agreement.

1 17. Notice to the other aggrieved employees of the proposed dismissals described herein
2 is not required because, among other reasons, this is not a putative class action, notice of this
3 representative action has not been required to be provided (and has not been provided) to the other
4 aggrieved employees, and the proposed dismissals described herein will not prejudice any of the
5 other aggrieved employees. *See, e.g., Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122
6 (9th Cir. 2014) (“PAGA has no notice requirements for unnamed aggrieved employees, nor may
7 such employees opt out of a PAGA action); *O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110,
8 1134 (N.D. Cal. 2016) (“PAGA does not require class actions procedures, such as notice and opt-
9 out rights.”); and *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 WL 134077, at *5 (N.D. Cal. Apr.
10 2, 2010) (“Unnamed employees need not be given notice of the PAGA claim, nor do they have the
11 ability to opt-out of the representative PAGA claim.”)

12 18. The following factors, among others, support the conclusion that the proposed
13 dismissals described herein will not prejudice any of the other aggrieved employees: (a) the
14 *Baumann*, *O’Connor* and *Ochoa-Hernandez* cases cited above support the proposition that unnamed
15 aggrieved employees need not be given notice of the PAGA claim; (b) I am unaware of any other
16 aggrieved employees’ reliance on the Plaintiff or me to prosecute this representative action for his
17 or his benefit; and (c) I am unaware of any factor that prevents any other aggrieved employee from
18 pursuing individual claims against the Defendants, or either of them, if he or she elects to do so.

19 19. I respectfully submit that my background and experience summarized below support
20 my conclusion that the proposed settlement of Plaintiff’s individual PAGA claims against
21 Defendants is fair and reasonable.

22 20. As to my educational background, I am a graduate of The University of Michigan
23 Law School in Ann Arbor, Michigan (J.D. in 1996) and Northwestern University in Evanston,
24 Illinois (double-majors in Economics and Political Science in 1993).

25 21. As to my professional background, I have more than 25 years of experience handling
26 a wide variety of complex civil litigation. Additionally, I have substantial experience handling
27 wage and hour litigation including wage and hour class actions, as described more fully below.
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1 22. Before I established the Law Offices of Daniel V. Santiago, P.C. in 2012, I practiced
2 law for 10 years with Kaplan, Massamillo & Andrews, LLC, one of the leading aviation litigation
3 firms in the world. Previously, I practiced law with the litigation departments of Sullivan, Hill,
4 Lewin, Rez & Engel ("Sullivan Hill") in San Diego, California and Skadden, Arps, Slate, Meagher
5 & Flom ("Skadden Arps") in Los Angeles, California.

6 23. I have had substantial experience prosecuting class actions including, *inter alia*:
7 *Brian R. Maston et al. v. Prima Pizza, Inc. et al.*, Los Angeles County Superior Court, Case No.
8 BC508046 (wage and hour class action settlement – final approval granted); *Neerav Jadeja et al. v.*
9 *American Para Professional Systems, Inc. et al.*, San Diego Superior Court, Case No. 37-2013-
10 00040592-CU-MT-CTL (identity theft class action settlement – final approval granted); *Anyah M.*
11 *Jagne v. Williams-Sonoma, Inc.*, Sacramento Superior Court, Case No. 34-2017-00212574 (wage
12 and hour class action settlement – final approval granted); *Christopher L. Battle v. Fastrucking.com,*
13 *LLC*, San Diego Superior Court, Case No. 37-2014-00020611-CU-OE-CTL (wage and hour class
14 action settlement – final approval granted); *Alejandro Hernandez v. Golden State FC, LLC*, San
15 Diego Superior Court, Case No. 37-2018-00025550-CU-OE-CTL (wage and hour class action
16 settlement – final approval granted); and *James Avilez v. Gorlitz, Sewer & Drain, Inc.*, Los Angeles
17 Superior Court, Case No. 20STCV21169 (wage and hour class action settlement – final approval
18 granted).

19 24. I have had substantial experience in the following cases for which courts have issued
20 reported decisions or orders: *Spanair S.A. v. McDonnell Douglas Corp.*, 172 Cal.App.4th 348 (2nd
21 Dist. 2009); *International Ins. Agency Services, LLC v. Revios Reinsurance U.S., Inc.*, 2007 WL
22 951943 (N.D.Ill., March 27, 2007); *Lie v. Boeing Co.*, 311 F.Supp.2d 725 (N.D.Ill. 2004); *Lie v.*
23 *Boeing Co.*, 2004 WL 1462451 (N.D.Ill., June 29, 2004); and *Bax Global, Inc. v. Federal Express*
24 *Corp.*, 2004 WL 1447940 (D.Minn., May 26, 2004).

25 25. I estimate that I have invested at least 80 hours in the prosecution of Plaintiff's
26 claims in this Action (i.e., at least 50 hours investigating the underlying facts, preparing and filing
27 Plaintiff's Individual and Representative Action Complaint, and preparing and filing Plaintiff's First
28 Amended Individual and Representative Action Complaint; at least 25 hours engaging in extensive

1 settlement communications with Defendants and Defendants' counsel; and at least 5 hours
2 preparing and filing Plaintiff's Unopposed Motion seeking the approval of the settlement of
3 Plaintiff's individual PAGA claims and the dismissal of those PAGA claims with prejudice).

4 26. My hourly rate is \$375 which various California Superior Courts have approved in
5 connection with class action settlements. Accordingly, the reasonable value of my legal services in
6 this action (more than \$30,000 [\$375 per hour X at least 80 hours] far exceeds the settlement funds
7 to be received by my firm in connection with the settlement of Plaintiff's individual PAGA claims
8 (\$0) and the settlement funds to be received by my firm in connection with the settlement of
9 Plaintiff's individual non-PAGA claims (i.e., \$16,103).

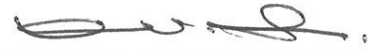
10 27. On March 7, 2022, I spoke with Defendants' counsel (Jose-Manual A. de Castro of
11 the De Castro Law Group in Los Angeles, California). During that phone conversation with
12 Defendants' counsel, I discussed in detail the relief requested in Plaintiff's Unopposed Motion.

13 28. On March 9, 2022, I provided Defendants' counsel with drafts of Plaintiff's
14 Unopposed Motion and related papers in almost-final formats. Shortly thereafter, Defendants'
15 counsel informed me that he does not oppose the relief requested in Plaintiff's Unopposed Motion.

16 29. Immediately before filing Plaintiff's Unopposed Motion and related papers in the
17 Orange County Superior Court, I submitted copies of those papers to the LWDA (via online filing
18 with the LWDA). A true and correct copy of the email I received from the DIR PAGA Unit on
19 behalf of the LWDA confirming my submission of those papers to the LWDA earlier that day is
20 attached hereto as Exhibit 2.

21 30. I do not anticipate receiving any objection or other communication from the LWDA
22 regarding the relief requested in Plaintiff's Unopposed Motion. I will advise the Court whether I
23 have received any such objection or other communication from the LWDA during the hearing on
24 Plaintiff's Unopposed Motion.

1 I declare under penalty of perjury under the laws of California that the foregoing is true and
2 correct, and that this declaration was executed on March 31, 2022.

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4 Daniel V. Santiago
5 Attorney for Plaintiff, Elias Picasso
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EXHIBIT 1

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and Mutual Release of All Claims (hereinafter referred to as "this Agreement") is made by and between the Plaintiff, Elias Picasso, on the one hand, and the Defendants, Innovative Medical Management, Inc., a Nevada corporation (hereinafter referred to as "IMM, Inc.") and Innovative Medical Management, LLC, a California limited liability company (hereinafter referred to as "IMM, LLC"), on the other hand. Plaintiff and Defendants are hereinafter referred to as "the Parties."

WHEREAS, Plaintiff has filed a civil action against Defendants in the Superior Court of California, County of Orange, Case No. 30-2022-01238981-CU-OE-CXC, captioned *Elias Picasso, individually and on behalf of all aggrieved employees v. Innovative Medical Management, Inc., a Nevada corporation, and Innovative Medical Management, LLC, a California limited liability company* ("the Action");

WHEREAS, Plaintiff asserts claims against Defendants in the Action for various alleged violations of the California Labor Code (hereinafter referred to as "Labor Code") and Industrial Welfare Commission (hereinafter referred to as "IWC") Wage Order No. 4-2001 including, *inter alia*, civil penalties under the Private Attorneys General Act of 2004 (hereinafter referred to as "PAGA"), Labor Code §2698 et seq.;

WHEREAS, Plaintiff's claims against Defendants in the Action arise from Defendants' alleged failures: (a) to pay Plaintiff any wages (including overtime wages where appropriate) for all hours worked off-the-clock in violation of Labor Code §§204(a), 218.6, 510(a), 1194(a) and 1197; (b) to provide Plaintiff with itemized wage statements accurately identifying his total hours worked, gross wages earned and net wages earned in violation of Labor Code §226(a); (c) to provide Plaintiff his legally requisite meal periods under Labor Code §512(a) and IWC Wage Order No. 4-2001, §11(a) and to pay him meal period premiums in violation of Labor Code §§226.7(c) and IWC Wage Order No. 4-2001, §11(B); (d) to authorize and permit Plaintiff to take rest periods under IWC Wage Order No. 4-2001, §12(A), and to pay him rest period premiums in violation of Labor Code §226.7(c) and IWC Wage Order No. 4-2001, §12(B); and (e) to pay Plaintiff all wages due upon termination of his employment in violation of Labor Code §§201-203. The foregoing claims are alleged in Plaintiff's First Amended Individual and Representative Action Complaint against Defendants that Plaintiff filed on or about February 8, 2022. Plaintiff's First Amended Individual and Representative Action Complaint against Defendants is the operative complaint in the Action.

WHEREAS, Defendants deny all material allegations in Plaintiff's First Amended Individual and Representative Action Complaint in the Action and further deny any liability or wrongdoing whatsoever;

WHEREAS, the Parties wish to resolve all disputes, claims, complaints, grievances, actions, and demands that Plaintiff may have against Defendants and all Defendant Releasees as defined below including, but not limited to, any and all claims arising out of or in any way related to Plaintiff's prior work for Defendants, or any of them;

WHEREAS, the Parties wish to resolve all disputes, claims, complaints, grievances, and demands that Defendants may have against Plaintiff and all Plaintiff Releasees as defined below including, but not limited to, any and all claims arising out of or in any way related to Plaintiff's prior work for Defendants, or any of them;

NOW, THEREFORE, in consideration of the mutual promises and releases made herein, the Parties hereby agree as follows:

1. Consideration to Plaintiff. Defendants will send to Plaintiff's counsel (Daniel V. Santiago, Law Offices of Daniel V. Santiago, P.C., 355 South Grand Avenue, Suite 2450, Los Angeles, California 90071, phone: 760-652-9801, email: dvs@dvsllawoffices.com) via overnight delivery the following settlement checks in the total amount of Thirty Two Thousand Five Hundred Dollars (\$32,500) to settle all of the Plaintiff's individual claims against the Defendants and Defendant Releasees as defined herein (whether or not asserted in the Action):

a. *Settlement of Plaintiff's Individual PAGA Claims Against Defendants.* Within sixty (60) calendar days of the date of Plaintiff's signature of this Agreement or within three (3) calendar days of the date of Defendants' receipt of notice of entry by the Orange County Superior Court of an Order approving the settlement of Plaintiff's PAGA claims against Defendants on behalf of himself (hereinafter referred to as "Plaintiff's individual PAGA claims"), dismissing Plaintiff's individual PAGA claims against Defendants with prejudice, and dismissing Plaintiff's PAGA claims against Defendants on behalf of the other aggrieved employees without prejudice, whichever date is later, Defendants will send to Plaintiff's counsel via overnight delivery two (2) checks in the total amount of One Thousand Dollars (\$1,000) to settle all of Plaintiff's individual PAGA claims against Defendants (whether or not plead in the Action) as follows: (1) one check payable to "Labor and Workforce Development Agency" (hereinafter referred to as "LWDA") in the amount of Seven Hundred Fifty Dollars (\$750); and (2) one check payable to "Elias Picasso" in the amount Two Hundred Fifty Dollars (\$250). The aforementioned payments to the LWDA and Plaintiff are civil penalties paid for the settlement and release of Plaintiff's individual PAGA claims against Defendants.

b. *Settlement Of Plaintiff's Individual Non-PAGA Claims Against Defendants.* As to the settlement of Plaintiff's remaining individual non-PAGA claims against Defendants (whether or not plead in the Action), Defendants will send to Plaintiff's counsel via overnight delivery the following checks in the total amount of Thirty-One Thousand Five Hundred Dollars (\$31,500) as follows:

i. Within sixty (60) calendar days of the date of Plaintiff's signature of this Agreement or within three (3) calendar days of the date of Defendants' receipt of notice of entry by the Orange County Superior Court of an Order approving the settlement of Plaintiff's individual PAGA claims against Defendants, dismissing Plaintiff's individual PAGA claims against Defendants with prejudice, and dismissing Plaintiff's PAGA claims against Defendants on behalf of the other aggrieved employees without prejudice, whichever date is later, Defendants will send to Plaintiff's counsel via overnight delivery three (3) checks in the total gross amount of Thirty One Thousand Five Hundred Dollars (\$31,500) as follows: (1) one check payable to the "Elias Picasso" in the amount of One Thousand Five Hundred Thirty Nine Dollars and Seventy Cents (\$1,539.70), less payroll deductions and withholdings, paid in settlement of Plaintiff's wage-related claims against Defendants; (2) one check payable to "Elias Picasso" in

and of Thirteen Thousand Eight Hundred Fifty Seven Dollars and Thirty Cents (\$13,857.30), without any deductions or withholdings, paid in settlement of Plaintiff's non-wage-related claims and general damages against Defendants; and (3) one check payable to "Law Offices of Daniel V. Santiago, P.C." in the amount of Sixteen Thousand One Hundred and Three Dollars (\$16,103), as payment for attorneys' fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims against Defendants in the Action.

ii. Defendants shall report the aforementioned settlement payment of \$13,857.30 to Plaintiff in settlement of his individual wage-related claims on an IRS Form W-2 and its state and local equivalents.

iii. Defendants shall report the aforementioned settlement payments totaling \$14,107.30 to Plaintiff in settlement of his individual non-wage-related claims and general damages on an IRS Form 1099 and its state and local equivalents.

iv. Defendants shall report the aforementioned settlement payment of \$16,103 to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) on an IRS Form 1099 and its state and local equivalents.

c. It is understood and agreed that, if any of the settlement payments described above is more than five (5) calendar days late, then the Plaintiff reserves his rights in the exercise of his sole discretion to file suit in the Orange County Superior Court against the Defendants, or any of them, for recovery of any sums owing under this Agreement and to seek attorney's fees in connection therewith. It is further understood and agreed that, if the Plaintiff obtains a judgment against the Defendants, or any of them, with regard to such suit for late payment of any of the settlement amounts described above, then the Defendants agree to pay Plaintiff's attorney's fees as awarded by the Orange County Superior Court pursuant to this paragraph.

d. Plaintiff agrees to pay federal, state, and/or local taxes, if any, that he is required by law to pay with respect to this Agreement. Plaintiff agrees to indemnify and hold Defendants harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendants, or any of them, for any amounts claimed due on account of this Agreement or pursuant to claims made under federal or state tax laws, and any costs, expenses or damages sustained by Defendants, or any of them, by reason of any such claims, including any amounts paid by Defendants as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

2. Effective Date. This Agreement shall not impose any obligations until the Effective Date. This Agreement is not effective until all of the following conditions have been satisfied: (a) Defendants' counsel receives executed copies of this Agreement and IRS Form W-4 from Plaintiff and Forms W-9s from Plaintiff and Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.); (b) the Court enters an order approving the settlement of Plaintiff's individual PAGA claims against Defendants and dismissing those PAGA claims with prejudice; (c) the Court dismisses Plaintiff's PAGA claims on behalf of the other allegedly aggrieved employees against Defendants without prejudice; (d) the Orange County Superior Court dismisses the Action; and (e) the 7-day revocation period in Paragraph 5 expires. Occurrence and satisfaction of all conditions set forth in this Paragraph constitute the "Effective Date" of this Agreement. It

It is understood and agreed by the Parties that, shortly after this Agreement is fully executed by the Parties, Plaintiff and Plaintiff's counsel shall take all steps they deem necessary to obtain the Orange County Superior Court's entry of an Order: (a) approving the settlement of Plaintiff's individual PAGA claims against Defendants; (b) dismissing Plaintiff's individual PAGA claims against Defendants with prejudice; and (c) dismissing Plaintiff's PAGA claims on behalf of the other allegedly aggrieved employees against Defendants without prejudice. Such steps may include, *inter alia*, Plaintiff's ex parte application and/or motion for an Order granting such relief. It is understood and agreed by the Parties that Plaintiff and Plaintiff's counsel may elect to provide the Orange County Superior Court with a copy of this Agreement in connection with such ex parte application and/or motion for an Order granting such relief.

3. Mutual Releases of All Claims.

a. Plaintiff hereby and forever releases Defendants and their respective current and former directors, officers, members, employees, agents, attorneys, insurers, heirs, family members, executors, agents, assigns and all related entities (collectively, the "Defendant Releasees") from, and covenants not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that he may possess against any of the Defendant Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation:

i. any and all claims relating to or arising from Plaintiff's prior working relationships with Defendants and the terminations of those relationships;

ii. any and all claims for wrongful discharge of employment; retaliation in violation of public policy; discrimination; harassment; retaliation; failure to prevent discrimination, harassment, or retaliation; hostile work environment; breach of contract, express and implied; breach of covenant of good faith and fair dealing; promissory estoppel; infliction of emotional distress; fraud; misrepresentation; interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

iii. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act, except as prohibited by law; the Fair Credit Reporting Act; the Plaintiff Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; the California Private Attorneys' General Act ("PAGA"); the California Labor Code; and the California Workers' Compensation Act, except as prohibited by law;

iv. any and all claims for violation of the federal or any state constitution;

v. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

vi. any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Plaintiff as a result of this Agreement; and

vii. any and all claims for attorneys' fees and costs.

b. Defendants hereby and forever release Plaintiff and his heirs, family, executors, agents and assigns (collectively, the "Plaintiff Releasees") from, and they do not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that they may possess against any of the Plaintiff Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement.

c. The mutual releases contained herein shall remain in effect in all respects as complete general releases as to the matters released. The mutual releases contained herein do not extend to any obligations incurred under this Agreement or to enforcement of this Agreement. Nothing in this Agreement shall be construed to release claims arising after execution of this Agreement, or claims that, by law, cannot be waived.

4. California Civil Code Section 1542. The Parties to this Agreement acknowledge that they have been advised to consult with legal counsel and are familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, 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.

The Parties, being aware of said code section, agree to expressly waive any rights they may have thereunder, as well as under any other statute or common law principles of similar effect.

5. Waiver of ADEA Rights. Plaintiff expressly acknowledges that Plaintiff is knowingly and voluntarily waiving and releasing any rights Plaintiff might otherwise have under ADEA, and that the consideration given for this waiver and release is in addition to anything of value to which Plaintiff was already entitled. Plaintiff further acknowledges that Plaintiff has been advised by this writing, as required by the ADEA, that: (i) Plaintiff's waiver and release do not apply to rights or claims that might arise after the date Plaintiff signs this Agreement; (ii) Plaintiff has the right to consult with an attorney prior to executing this Agreement; (iii) Plaintiff has twenty-one (21) days to consider this Agreement; and (iv) Plaintiff has seven (7) days following his execution of this Agreement to revoke by delivering written notice of such revocation to Defendants' counsel.

6. Dismissal of Lawsuit and No Future Lawsuits. Other than the Action by Plaintiff against Defendants (to be dismissed), the Parties have no lawsuits, claims, or actions pending in any Party's name, or on behalf of any other person or entity, against any Party. The Parties represent that they do not intend to bring any claims on their own behalf or on behalf of any other person or entity against any other Party and agree that they will not file any lawsuits or other actions asserting any claims released by this Agreement. All Parties agree that they shall request dismissal of any actions or charges if a third party or agency institutes such claims on their behalf.

7. No Liens. Plaintiff warrants and represents that he is the sole owner of his claims, he has not assigned any claims, and there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

8. No Cooperation. Plaintiff agrees that he will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so. Plaintiff agrees to immediately notify Defendants upon receipt of such subpoena or court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, or complaints against any of the Releasees, Plaintiff shall state no more than that Plaintiff cannot voluntarily provide counsel or assistance (or words to that effect). Nothing in this Agreement is intended or shall limit or interfere with Plaintiff's ability to communicate with any government agency or otherwise participate in an investigation or proceeding that may be conducted by a government agency, including providing documents or other information without notice to Defendants.

9. Mutual Non-Disparagement. Plaintiff agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees. Similarly, Defendants agree to refrain from any disparagement, defamation, libel, or slander of Plaintiff. Plaintiff shall direct any inquiries by potential future employers to Defendants which shall provide only his: (i) name; (ii) former job title(s) or position(s) during his employment by Defendants; and (iii) terms of employment by Defendants, and further shall confirm that Defendants' policies are to limit such disclosure in that manner.

10. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims. No action taken by the Parties, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of actual or potential claims or (b) an acknowledgment or admission by either Party of fault or liability.

11. Confidentiality. Except as is required to satisfy the conditions in Paragraph 2 above, Plaintiff agrees that he will keep the terms of this Agreement and the settlement amounts stated herein confidential and will not hereafter disclose information concerning this Agreement. The Parties acknowledge and agree that the time and expenses involved in proving the actual damage or loss suffered by a party if there is a breach of Paragraph 11 make this case appropriate for liquidated damages. Accordingly, instead of requiring any proof of damages or losses, the Parties agree that as liquidated damage for any single incident of breach of Paragraph 11 (but not

as a penalty) as proven in a court of competent jurisdiction, the Plaintiff shall pay Defendants the sum of \$1,000, provided that the total amount of liquidated damages that the Plaintiff shall pay Defendants, or any of them, for breaches of Paragraph 11 as proven in a court of competent jurisdiction shall not exceed \$10,000 regardless of the total number of such breaches of Paragraph 11. This \$1,000 shall be payable after a finding by a court of competent jurisdiction that a party breached this paragraph. The party seeking liquidated damages shall have the burden of proof by a preponderance of the evidence establishing the breach of this paragraph. Neither the breach of this paragraph nor the payment of liquidated damages by any person or entity shall affect the continuing validity or enforceability of this Agreement.

12. Resolution of Disputes. Any disputes between the Parties regarding the validity of this Agreement or any claims arising out of or related to this Agreement or its breach, shall be resolved in a court of competent jurisdiction in Orange County, California.

13. Attorneys' Fees. Except for the consideration to be paid to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) as payment for attorneys' fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims against Defendants in the Action as set forth in Paragraph 1.b.i of this Agreement, the Parties shall bear their own costs, attorneys' fees, and other fees incurred regarding the Action and the review, negotiation and preparation of this Agreement. The Parties expressly agree not to sue the other for malicious prosecution or other claims arising from the Action.

14. Payment of Compensation and Receipt of Benefits. Plaintiff acknowledges and represents that, other than the consideration set forth in this Agreement, Defendants have paid all wages, bonuses, accrued vacation/paid time off, leave, severance, reimbursable expenses, interest, and any and all other benefits and compensation due to Plaintiff.

15. Authority. Defendants represent and warrant that the undersigned have the authority to act on their behalf, and to bind them and all who may claim through them to the terms and conditions of this Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement.

16. No Representations. Plaintiff represents that he has had an opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Plaintiff has not relied upon any representations or statements made by Defendants that are not specifically set forth in this Agreement.

17. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

18. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement.

8. No Oral Modification. This Agreement may only be amended in a writing signed by Plaintiff's and Defendants' counsel.

9. Governing Law. This Agreement shall be governed by the laws of the State of Florida, without regard for choice of law provisions.

10. Counterparts. This Agreement may be executed in counterparts and by pdf / email and each counterpart and pdf / email shall have the same force and effect as an original and together constitute an effective, binding agreement on the part of each of the undersigned.

11. Voluntary Execution of Agreement. Each party to this Agreement understands and acknowledges that he/she/it executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of any other party to this Agreement or any third party, with the intent of releasing all claims released herein. Each party to this Agreement acknowledges that: (a) he/she/it has read this Agreement; (b) he/she/it has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of his/her/its own choice; (c) he/she/it understands the terms and consequences of this Agreement and of the releases it contains; and (d) he/she/it is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Plaintiff, dated 14, 2022

ELIAS PICASSO



Defendant, dated 14, 2022

INNOVATIVE MEDICAL MANAGEMENT, INC.

By: 

Printed Name: Bassel Salloum

Title: CEO

INNOVATIVE MEDICAL MANAGEMENT, LLC

Defendant, dated 14, 2022

By: 

Printed Name: Bassel Salloum

Title: CEO

EXHIBIT 2